

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF COTTONWOOD
AND
SOUTHWESTERN ENVIRONMENTAL CONSULTANTS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of October 4th, 2016, between the City of Cottonwood, an Arizona municipal corporation (the “City”), and Southwestern Environmental Consultants, Inc., a professional engineering firm (the “Consultant”).

RECITALS

- A. The City issued a Request for Qualifications, # 2016-PW-07, seeking statements of qualifications from professional engineering firms qualified to design the Mingus Avenue 8th-Main Street Project.
- B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (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 engineering services to design the Mingus Avenue from 8th Street to Main Street project (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 completion of the project (the “Initial Term”), unless terminated as otherwise provided in this Agreement.
2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.
3. Compensation. The City shall pay Consultant an amount not to exceed One hundred ninety thousand, five hundred and eight dollars (\$190,508.00) for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C.

and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
5. Documents. All documents, including any intellectual property rights thereto, 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 performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the

Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel 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 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") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services 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. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. 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.

H. 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.

I. 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.

J. 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. 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 with respect to performance of this 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) ACORD certificate of insurance form 25 (2014/01) is preferred. 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 \$2,000,000 annual aggregate.

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 this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

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

12.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its

obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

13. Miscellaneous.

13.1 Independent Contractor. 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 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 and in Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Yavapai 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 this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

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

13.7 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.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

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

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

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

13.13 Offset.

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

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

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

If to the City: City of Cottonwood
 816 N. Main Street
 Cottonwood, Arizona 86326
 Attn: Purchasing

If to Consultant: SOUTHWESTERN ENVIRONMENTAL CONSULTANTS, INC.
 1756 Villa Drive, Suite C-11
 Cottonwood, AZ 86326
 Attn: Joe Link

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.

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

13.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.17 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 13.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and 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.

13.18 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, and the Consultant's SOQ, the documents shall govern in the order listed herein.

13.19 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.

13.20 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 COTTONWOOD,
an Arizona municipal corporation

Diane Joens, City of Cottonwood Mayor

ATTEST:

Marianne Jimenez, City Clerk

Approved as to form:

Steve Horton, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF COTTONWOOD
AND
SOUTHWESTERN ENVIRONMENTAL CONSULTANTS, INC.

[Consultant's SOQ]

See following pages.



SOUTHWESTERN ENVIRONMENTAL CONSULTANTS, INC.

www.sec-landmgt.com

Sedona:
20 Stutz Bearcat Drive #6
Sedona, AZ 86336
928-282-7787

Cottonwood:
825 Cove Parkway
Cottonwood, AZ 86326
928-634-5889



2/29/2016

City of Cottonwood, Arizona
Mingus Avenue Design Services
10th Street to Main Street
2016-PW-07

Original



**SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.**

www.sec-landmgt.com
info@sec-landmgt.com

CORPORATE OFFICE:
20 STUTZ BEARCAT DRIVE #6
SEDONA, ARIZONA 86336
(928) 282-7787
Fax: 282-0731

BRANCH OFFICE:
825 COVE PARKWAY
COTTONWOOD, ARIZONA 86326
(928) 634-5889
Fax: 634-2222

February 29, 2016

Jeffery Cook
Administrative Services Department
City of Cottonwood
816 N. Main Street
Cottonwood, AZ 86326

**Re: Request for Qualifications, Mingus Avenue Design Services from 10th St. to Main St.
2016-PW-07**

Dear Mr. Cook,
Southwestern Environmental Consultants, Inc. (SEC) is pleased to present the attached Statement of Qualifications to the City of Cottonwood for Mingus Avenue Design Services. SEC is a multi-discipline full service engineering company offering engineering design services throughout Northern Arizona. SEC has been an integral member of the Verde Valley since 1974 and we have a vested interest in the success of our surrounding communities.

SEC'S vision is focused on being an innovative, problem solving company that brings our clients' ideas to reality while being conscious stewards of the environment.

SEC has been providing Civil Engineering, Land Surveying and Land Planning Services in Northern Arizona for over 40 years. These activities are supported by our GIS mapping and CAD/3D Modeling experts. SEC has the staffing, experience, expertise and more importantly the proven track record to team up with the City for a successful project.

SEC plans to bring in Engineering & Testing Consultants, Inc. (ETC) for geotechnical services. ETC was founded in Prescott in 1981 and has provided professional geotechnical engineering and construction support services throughout Yavapai County and Northern Arizona. Between SEC & ETC, we will bring over 73 years of local knowledge, reputation, and trust to the City of Cottonwood.

We are highly qualified for all aspects of the tasks as you will see outlined in the Request for Qualifications. SEC has completed over 6,000 resource consulting, engineering, surveying and project management assignments throughout the United States. We have successfully completed a wide variety of projects with federal, county, municipal, tribal and private interests in 22 states on more than 65,000,000 acres. Our team members are highly qualified for all aspects of this

"Growth is inevitable... it's planning that makes the difference."



**SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.**

www.sec-landmgt.com
info@sec-landmgt.com

CORPORATE OFFICE:
20 STUTZ BEARCAT DRIVE #6
SEDONA, ARIZONA 86336
(928) 282-7787
Fax: 282-0731

BRANCH OFFICE:
825 COVE PARKWAY
COTTONWOOD, ARIZONA 86326
(928) 634-5889
Fax: 634-2222

project including the design of paved roadways, curbs and gutters, grading, drainage, public outreach and post design services. Our experience also includes land planning, structural engineering, utility design, flood studies, SWPPP, sewer collection systems, sewer treatment systems, water distribution systems, water treatment systems, cost estimating, project planning, quality control, as-built certification, and project management.

SEC is the on-call engineering firm for the City of Sedona, Town of Clarkdale and Town of Camp Verde. We are often contacted by the City of Cottonwood for engineering and surveying assignments. SEC has completed hundreds of successful submittals for various municipalities and government entities including FEMA, ADEQ, USACE, ADWR, U.S.F.S., and U.S. Fish and Wildlife Service. SEC's success is based on building relationships and a team based dynamic culture we bring to each and every project. As a local business, we are well aware of the conditions and the constraints of the area and we believe this knowledge will be a great benefit for a successful completion of this project.

We are pleased to be of consideration and we look forward to the opportunity to assist the City on this project.

Sincerely,

G. Krishan Ginige, P.E, MS (Env/Civil Eng.), CFM
President
928-634-5889, krishan@sec-landmgt.com

"Growth is inevitable... it's planning that makes the difference."

5.5.1 INTRODUCTION TO THE DESIGN TEAM (APPLICANT)

Prime Consultant- Southwestern Environmental Consultants, Inc. (SEC)

Firms Registration No. 11090

SEC is a multi-discipline full service engineering company offering engineering design services throughout Northern Arizona. SEC has been an integral member of the Verde Valley since 1974.

Our experience includes land planning, civil engineering, surveying, structural engineering, road design, utility design, flood studies, drainage studies, SWPPP, sewer collection systems, sewer treatment systems, water distribution systems, water treatment systems, cost estimating, project planning, quality control, as-built certification and project management



825 Cove Parkway
Cottonwood, AZ
(928) 634-5889



417 N. Arizona Ave
Prescott, AZ
(928) 443-3216



20 Stutz Bearcat Drive #6
Sedona, AZ
(928) 282-7787

Sub Consultant-Engineering & Testing Consultants, Inc. (ETC)

Firms Registration No. 10241

ETC was founded in Prescott in 1981 and has provided professional engineering, planning, and construction support services to various public agencies and the private sector throughout central and northern Arizona.

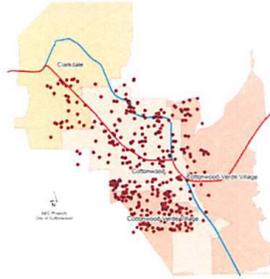
5.5.2 NAMES/LICENSES OF THE TEAM MEMBERS PROPOSED FOR THE PROJECT

Below is a list of key personal proposed for this project along with their qualifications, project assignment and relevant experience. Please refer the organization chart (page 17) and attached resumes for additional information.

- Krishan Ginige, MS, CFM, PE (49109) - Senior Project Manager, 20 year's experience
- Mark Farr, RLS (40829) – Surveying, 30 year's experience
- Bill Kantor, BS, PE (10217)- Road Design, 40 plus year's experience
- Mike Wilson, BS, PE (37900) - Geotechnical Engineering, 19 year's experience
- Steve Biasini, BS, Land Arch (14147) – QA/QC, 42 years' experience
- Thushari Ginige, MS, CFM, EIT (11367) – Drainage/Utility Design, 12 year's experience
- Bruce Connolly, BS, EIT (11970) - Road Design, 6 year's experience
- Jake Mickle, BS, EIT (11611) – Drainage/Utility Design, 6 year's experience

- Neil Johnson, BS – CADD Design, 30 year’s experience
- Brian Sorrells – CADD Design, 11 year’s experience
- Neil Wilson – CADD Design, 28 year’s experience
- Eric Burke – Survey, 12 year’s experience
- Brian Aldrich – CADD Design, 15 year’s experience
- Cheri Marx – Public Outreach, 5 year’s experience
- Jamee Reddell – Public Outreach, 12 years’s experience

5.5.3 EXPERIENCE AND LOCAL KNOWLEDGE



As a local business, SEC is well aware of the local conditions and needs of its residents. Within the past 42 years we have completed over 500 hundred projects within the City of Cottonwood which include 22 projects for the City of Cottonwood within the last 5 years. Below is a partial summary of SEC’s involvement in similar projects in the area.

12TH STREET IMPROVEMENTS - COTTONWOOD, ARIZONA

The Twelfth Street Improvements, located within the City of Cottonwood, a CDBG Grant project, required a redesign of 12th Street from Mingus Avenue south to Birch Street. The project encompassed approximately 2,000 linear feet of the road. The project incorporated drainage and street design requirements while maintaining appropriate consideration of the existing surrounding neighbors and conditions. The design and construction were required to be completed on an accelerated time frame in order to meet the Grant deadline. SEC took on this project as an opportunity to enhance



12th Street before construction.

internal project management in addition to the engineering design and community involvement requirements. SEC’s surveying department conducted a survey of the existing and proposed alignment. Work included Aerial Topography and High Resolution Color Ortho, Paneling for Flight, Ground Control and Detail Survey, Research for adjoining Boundary



12th Street after construction.

Establish Individual Parcels and Right-of-Way within the development. The project also included finalizing right-of-way conditions, roadway design, new sidewalks, matching existing streets at intersections, utilities and improvement to drainage conditions. Incorporating public and City input as well as coordinating with the local fire department and postal service were all crucial components of the



12th Street during construction

project. Public outreach and stakeholder coordination also contributed to the success of this project.

PROJECT CONTACT

Morgan Scott, Development Services Director
City of Cottonwood
1490 Mingus Avenue, Cottonwood AZ 86326
928-634-8033

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, P.E., Project Manager; Mark Farr, RLS; Thushari Ginige, E.I.T.; Neil Wilson, CADD Designer; Eric Burke, Survey; Brian Sorrells, CADD Design

THE CROSSROADS AT MINGUS (AKA THE HIGHLANDS DEVELOPMENT) - CLARKDALE, ARIZONA

Crossroads at Mingus is a 106 acre commercial and residential project. SEC was originally hired in the early stages of construction to revise a previously prepared hydraulic design. Under intense pressure not to halt construction, SEC conducted a complete hydraulic reevaluation and then designed drainage features and structures around the existing or under construction road system.

During the reevaluation, it was discovered the development heavily impacted a major wash (5,368cfs) the Corps of Engineers considered Jurisdictional Waters of the U.S. SEC designed a 1,500 ft. length channel which mitigated flooding for the project. SEC prepared the Corps of Engineers 404 and 401 permit applications, negotiated with the COE and led the effort to prepare Biological and Archeological studies to develop mitigation and revegetation plans for the impacted areas. The development was temporarily interrupted by the recession of the late 2,000's; the work was halted on the wash in mid-construction and the COE's permit expired. Due to SEC's pertinent documentation, the COE waived all fines against the development and issued a new permit. The job has been subsequently completed and accepted by the Corps of Engineer, Yavapai County and FEMA.

Under SEC design, surveying and construction management supervision, the project has over 19,000 linear feet of roads including a commercial collector and residential roads. The road design consists of intersection design within steep grades, sidewalks, access to residential lots, entrances to public parks, pedestrian circulation between trails and sidewalk, public transport accommodations (bus stops), roundabouts and drainage mitigation.

Due to the magnitude of the project, SEC had to coordinate with many different agencies. Coordination and outreach to all stake holders was a key element of success of the project. The project is successfully constructed and accepted by the Town of Clarkdale.



PROJECT CONTACT

John Tobias
PTM Enterprises, LLC
Clarkdale, AZ 86324
928-284-2663

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, P.E., Project Manager; Mark Farr, RLS; Thushari Ginige, E.I.T.; Neil Wilson, CADD Designer; Eric Burke, Survey; Brian Sorrells, CADD Design; Mike Wilson, P.E, Steve Biasini

OLD JEROME HIGHWAY (OJH) RECONSTRUCTION - CLARKDALE, ARIZONA

OJH was a unique project which combined geological, drainage and grading challenges. The road was experiencing spider cracks and differential settlements. The road had to be resurfaced numerous times. Within the geotechnical investigation, it was discovered that the subbase was poor in some areas while there was expansive soil in other areas. The existing overland flow crossed the street and brought significant amount of sediment after rain events. The design required coordination with existing utilities. SEC was able to develop a design which addresses all concerns. SEC also interacted with the neighbors and addressed their concerns in a periodic manner.

PROJECT CONTACT

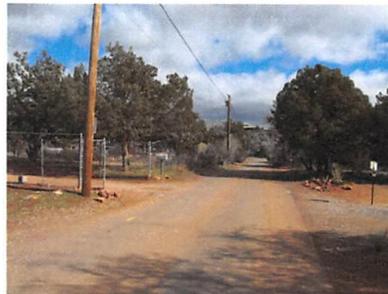
Wayne Debrosky
Town of Clarkdale
P.O. Box 308, Clarkdale AZ 86324
928-639-2550

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, President, P.E., Project Manager; Mark Farr, RLS; Mike Wilson, P.E; Neil Wilson, CADD Designer; Eric Burke, Survey; Brian Sorrells, CADD Design

GRASSHOPPER LANE – DRAINAGE AND ROAD IMPROVEMENT – SEDONA, ARIZONA

SEC and JE Fuller evaluated the drainage mitigation options for the Coffee Pot Basin. As a part of the project, SEC is redesigning approximately 1,200 LFT of road along Grasshopper Lane in the North-South and East-West direction. The project consisted of survey, boundary/ROW research, utility relocation, temporary and permanent easement generation and public outreach. The design is completed and scheduled for construction in 2017. SEC has been retained as a construction manager for the project.



PROJECT CONTACT

Andy Dickey
Assistant Community Development Director/City Engineer
City of Sedona
102 Roadrunner Drive, Sedona AZ 86336

928-203-5039

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, P.E., Project Manager; Mark Farr, RLS; Thushari Ginige, E.I.T.; Bruce Connolly, E.I.T.; Neil Wilson, CADD Designer; Eric Burke, Survey; Brian Sorrells, CADD Design

MESCAL/SR 89A INTERSECTION - CLARKDALE, ARIZONA

SEC was selected by the Town of Clarkdale to develop an intersection at SR 89A. SEC conducted the necessary surveying and traffic studies to develop the intersection design acceptable to both the Town of Clarkdale and ADOT. The existing orientation of the drainage on 89A across the future intersection presented a unique challenge to our design team. SEC was also in charge of utility coordination for this project. After the intersection design was complete, SEC was hired by the Town for post design services. The project is now completed to the satisfaction of all parties and is open for public use.

PROJECT CONTACT

Wayne Debrosky
Town of Clarkdale
P.O. Box 308, Clarkdale AZ 86324
928-639-2550

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, President, P.E., Project Manager; Mark Farr, RLS; Neil Wilson, CADD Designer; Eric Burke, Survey; Brian Sorrells, CADD Design

NAVOTI/CALLE DEL SOL INTERSECTION - SEDONA, ARIZONA

SEC was contracted by the City of Sedona to develop an intersection at Navoti and Calle Del Sol. The project consisted of intersection geometric design, utility evaluation, drainage evaluation and mitigation. This intersection took into consideration vehicle turning movement and dimensions, vertical constraints, ROW constraints and pedestrian crossing locations and volumes. Due to the proximity to 89A, coordination was required with ADOT. The intersection was developed close to an active subdivision. SEC coordinated public outreach and received public input that was considered in the final design. SEC was involved in the pre-bid and construction management services. The project is successfully completed and open for public use.



PROJECT CONTACT

Andy Dickey
Assistant Community Development Director/City Engineer
City of Sedona
102 Roadrunner Drive, Sedona AZ 86336
928-203-5039

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, President, P.E., Project Manager; Mark Farr, RLS; Bruce Connolly, EIT, Road Design; Neil Wilson, CADD Designer; Eric Burke, Survey; Neil Johnson, CADD Design

LITTLE ELF DRIVE – DRAINAGE AND ROAD IMPROVEMENT- SEDONA, ARIZONA

SEC and JE Fuller evaluated the drainage mitigation options for Coffee Pot Basin. As a part of the project, SEC is re-designing approximately 1,100 LFT of road along Little Elf Dr. The project consisted of survey, boundary/ROW research, utility relocation, temporary and permanent easement generation and public outreach. Existing driveways and the narrow ROW width and existing utility coordination were the major challenges of the project. Public outreach and stakeholder coordination was a critical part of the project. The design is successfully completed.

PROJECT CONTACT

Andy Dickey
Assistant Community Development Director/City Engineer
City of Sedona
102 Roadrunner Drive, Sedona AZ 86336
928-203-5039

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, P.E., Project Manager; Mark Farr, RLS; Thushari Ginige, E.I.T.; Bruce Connolly, E.I.T.; Neil Wilson, CADD Designer; Eric Burke, Survey; Brian Sorrells, CADD Design

CAMP NAVAJO - BELLEMONT, ARIZONA

SEC is the Civil Engineer for the design of new or modified interfaces between Camp Navajo facilities and support equipment and new or modified interfaces between different models of support equipment for demonstration of missile motor storage at Camp Navajo. SEC is responsible for design, contract development, bidding process, inspection and project management for this project. This project also requires SEC employees to have a security and background clearance.



SEC is working with Camp Navajo, the US Navy, Lockheed-Martin, and ATK Launch Systems to develop interface for systems. Value engineering is a key component of this project and has to date reduced the construction costs by over \$100,000.00 and saved the manufacturing of special equipment. SEC is in the process of engineering a road design, docking system and storage igloo that will aid in the transport of missile motors. SEC will also be evaluating and designing structural changes to an existing 1942 igloo. Scope of work included geotechnical investigation, drainage mitigation, road improvement, utility upgrade & relocation matching existing igloos for access.



This project has a very critical schedule and completion date set by the Navy. SEC developed a project schedule to ensure all parties met important milestones. The success for this project will ideally bring additional job opportunities to Northern Arizona and revenue to the State. SEC has successfully completed phase 1 of the igloo modification. Project performance was a key factor for SEC to obtain the

next phase of the project. SEC has completed design of addition 8 magazines meeting all design constraints and a challenging schedule. These magazines will be under construction in March, 2016 and SEC has been retained as the project manager for the construction phase.

PROJECT CONTACT

Pete Cullum
Camp Navajo Facility Engineering
1 Hughes Avenue, Bellemont AZ 86015
928-773-3322

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, President, P.E., Project Manager; Mark Farr, RLS; Bruce Connolly, EIT, Road Design; Neil Wilson, CADD Designer; Eric Burke, Survey; Brian Sorrells, CADD Design; Bill Kantor, P.E.

SUNSHINE LANE- SEDONA, ARIZONA

Sunshine Lane, located in an older neighborhood within the City of Sedona was in need of drainage and road improvements. SEC provided surveying, engineering and post construction services for the project. Pavement evaluation, existing driveways, channel/slope stabilization, drainage improvements and stakeholder coordination were critical components of the project.

PROJECT CONTACT

Andy Dickey, City of Sedona (928.203.5039)
102 Roadrunner Drive, Sedona AZ 86336

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, P.E., Project Manager; Mark Farr, RLS; Thushari Ginige, E.I.T.; Neil Wilson, CADD Designer; Eric Burke, Survey

JORDAN ROAD SIDEWALK IMPROVEMENTS- SEDONA, ARIZONA

This project included work on the historical trail and road in Uptown Sedona. This road needs to support local and tourist traffic on the minor collector classification. The project revised the street section to include the drainage in the area and the addition of a sidewalk, curb and gutter. This included defining the current drainage capacity.



PROJECT CONTACT

Andy Dickey, City of Sedona (928.203.5039)
102 Roadrunner Drive, Sedona AZ 86336

KEY PERSONNEL FOR THIS PROJECT:

Mark Farr, RLS; Neil Johnson, Project Manager; Neil Wilson, CADD Designer; Eric Burke, Survey

STANLEY STEAMER PROJECT DRAINAGE AND ROAD IMPROVEMENT- SEDONA, ARIZONA

SEC provided engineering and surveying and structural engineering for a drainage and box culvert system design on Stanley Steamer Drive for the City of Sedona. This project included road design, utility relocation, public outreach, topographies, drainage easements, public outreach, post construction services and progress meetings with City staff.



PROJECT CONTACT

Andy Dickey, City of Sedona (928.203.5039)
102 Roadrunner Drive, Sedona AZ 86336

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, P.E., Project Manager; Mark Farr, RLS; Thushari Ginige, E.I.T.; Neil Wilson, CADD Designer; Eric Burke, Survey

HARMONY-WINDSONG DRAINAGE AND ROAD IMPROVEMENT- SEDONA, ARIZONA

The Harmony-Windsong area was identified by the City of Sedona Storm Water Master Plan for the current Capital Improvement Plan that listed drainage improvements to be implemented. Phase II of the improvements was to evaluate, recommend and design a drainage facility that better carries the water across SR 89A at the existing Reinforced Concrete Box Culvert that crosses SR 89A.



PROJECT CONTACT

Andy Dickey, City of Sedona (928.203.5039)
102 Roadrunner Drive, Sedona AZ 86336

KEY PERSONNEL FOR THIS PROJECT:

Krishan Ginige, P.E., Project Manager; Mark Farr, RLS; Thushari Ginige, E.I.T.; Neil Wilson, CADD Designer; Eric Burke, Survey

5.5.4 TEAM MEMBERS/RESUME

KRISHAN GINIGE, PRESIDENT, MS, CFM, P.E., # 49109,

Mr. Ginige is the senior engineer at SEC and will be responsible for engineering oversight on all aspects of the project. Mr. Ginige has a master's degree in Civil Engineering from the University of Nebraska and brings 20 years of experience to SEC. His experience includes roadway design and construction, the construction of water and waste water treatment plants, water distribution systems with large storage capacity, sewer system design and construction, power stations, high-rise buildings, large warehouses, hospitals, subdivision development and utility design, flood studies and drainage analysis, permitting, interaction with public and various governmental agencies such as WIFA, Army Corps of Engineers, ADEQ, ADOT, etc. To this, he adds his experience in planning, scheduling, progress monitoring, estimating, quality and safety control and team coordination. His skill at building successful work relationships with clients and staff as well as his software proficiency including AutoCAD, FLO-2D, HEC-HMS, HEC-RAS, Hydraflow-Storm Sewer, Hydraflow-Express along with various other office management programs has been a huge asset to the SEC team. He has served as project manager for numerous projects at SEC, being responsible for overseeing the design and development of the drainage reports, water distribution systems, and as-built plans and certification, grading and road plans, 404 wash channelization and underground detentions.



MARK J. FARR, R.L.S. #40829

Mr. Farr's experience includes large developments from their initial stages to the final construction surveys including as-built drawings. He has worked with governmental agencies at the municipal, county and state levels. As a Registered Land Surveyor, Mr. Farr has over 30 years of field and office experience including large developments from their initial stages to the final construction surveys and as-built drawings. His background includes cadastral and boundary surveying, construction surveying, as-built documentation, sectional breakdowns, subdivision lot surveys, minor land divisions, associated legal descriptions and results of survey plats. In addition, Mark has been involved in the supervision and management of survey crews, proposal preparation and contract administration.



BILL KANTOR, STRUCTURAL ENGINEER P.E.-#10217

Mr. Kantor has over 42 years of experience in a broad range of civil and structural engineering for both public agencies and private consultants. Over the last 11 years, he has been associated with SEC assignments in Flagstaff and the Verde Valley involving the design of highway and roadway drainage structures; 40+ private residence floodway foundation designs; retaining wall designs (concrete, masonry, MSE and others); structural design for commercial, residential and industrial buildings. Bill began his career with ADOT, working on assignments consisting of interstate highway, bridge and drainage design. After ADOT, Bill spent 18



years as project engineer and senior project manager with a civil design firm, managing and designing municipal, county, and DOT projects including county and urban streets, storm drains, water, sewer and irrigation, bridges and other civil structures throughout Arizona. Over the last 13 years, Bill has been practicing in Phoenix, the Verde Valley and Flagstaff with an emphasis in structural design for residential, commercial, institutional and industrial buildings and bridge consulting. Over the last four decades, Bill has provided design and construction administration for several Native American projects including housing, schools and medical centers. These projects were done in Needles, CA, Inscription House and Many Farms, AZ and for the San Carlos Apache Housing Authority. In addition to the design of new buildings, Bill also provides designs for the remodel of residential, commercial and historic buildings. Unusual conditions including retrofit of roof framing, second story additions and foundation strengthening are areas of practice which he enjoys solving. He also specializes in civil structures including retaining walls of all types, bridges, drainage structures, i.e. box culverts, headwall-wing walls and buried vaults.

MICHAEL WILSON, ETC GEOTECHNICAL ENGINEERING PE, #37900

Mr. Wilson will serve as the Project Manager. Mr. Wilson's primary responsibilities are with geotechnical engineering projects. Engineering activities include geotechnical evaluations such as subsurface soil explorations, foundation design, slope stability evaluations, soil surveys for flexible and rigid pavement thickness design. He is also proficient in field and laboratory testing of soils, Portland cement concrete, and asphaltic concrete.

THUSHARI GINIGE, MS, E.I.T. #11367

Ms. Ginige received her master's degree in Civil Engineering and brings over twelve years of highly motivated and creative engineering experience to the SEC team. Her experience in hydraulic modeling and design along with her ability to work with specification and regulatory requirements produces the high quality engineering work Ms. Ginige is known for. At SEC, Ms. Ginige is responsible for flood and drainage studies, water system design, sewer design, grading plans, utility plans, as-built plans, site inspections, scheduling and billing. Thushari has been involved in the Mescal Gulch Wash Floodplain Delineation Study, Town of Clarkdale Wastewater Treatment Plant Design and Cornville Drainage Analysis.



BRUCE CONNOLLY, CIVIL ENGINEER E.I.T. #11970

Mr. Connolly graduated with a degree in Civil Engineering from Northern Arizona University where he focused on water resources, traffic engineering, and structural engineering. Bruce has previously owned an HVAC and Solar business where he gained experience with construction management and energy efficient home design. Bruce currently uses HEC-HMS, HEC-RAS, and Hydraflow software for watershed and urban drainage modeling.



NEIL JOHNSON, PROJECT LIAISON/DESIGN SPECIALIST

Mr. Johnson graduated from Northern Arizona University with a BS in Forest Management. Neil has over thirty years of multidisciplinary experience with SEC making him uniquely qualified to design, manage, review and evaluate projects of varying types and sizes. His diverse background in hands-on natural resource and project management, subdivision planning and infrastructure design give him a perspective on the planning and design process that allows projects to flow efficiently. As a Project Liaison/Manager, he has been responsible for the planning and permitting of numerous residential subdivisions and commercial buildings in the Verde Valley. These projects required extensive interaction with both clients and various regulatory agencies to ensure compliance with existing regulations and laws and to ensure that the projects remained financially viable. The design process required working closely with engineers, architects and owners to ensure that the end result met the needs and requirements of all. Once the design was completed and approved, many Clients retained SEC to manage and certify the construction. For projects on which Neil is not the lead designer, he utilizes his knowledge of project development and permitting to serve as Quality Control reviewer of all SEC engineering projects. He also reviews projects for value and cost savings as well as constructability and permitting.

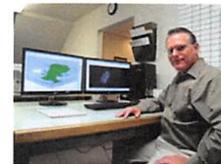


STEVE BIASINI, PLANNER/LANDSCAPE ARCHITECT #14147

Mr. Biasini earned a master's degree in landscape architecture in 1974. His work experience includes construction management and supervision, teaching and private consulting. He has been providing landscape architecture and project management services in the Verde Valley since 1978. Among his many notable projects in the surrounding communities are the Wal-Mart shopping center, the Verde Valley Guidance Center, Cottonwood Ranch residential development and The Crossroads at Mingus subdivision.

NEIL WILSON, CADD/GIS TECHNICIAN

Mr. Wilson graduated from UC Berkeley where he studied Mechanical Engineering and Computer Science. Neil has over 28 years of drafting related experience combined with on-the-ground survey knowledge. Neil has extensive knowledge of a wide variety of computer software for office management, engineering and land surveying, GIS mapping and is continually upgrading his drafting and mapping skills to take advantage of the latest technology.



BRIAN ALDRICH, DESIGNER

Mr. Aldrich has a Bachelor's of Applied Science degree in CAD Technology. His work experience includes civil engineering and surveying work such as site grading and drainage plans, utility plans and all types of survey drawings. He also has experience in architectural, mechanical, technical and electrical drafting and is quite knowledgeable about local building and development codes.



ERIC BURKE, SURVEY TECHNICIAN AND CADD DRAFTSPERSON

Mr. Burke has experience working in the field as well as in office. In the field he has worked on numerous Boundary Surveys, ALTA / ASCM Surveys and Topographic Surveys, along with work on Floodplain Studies, Construction Layout/As-Built and PLSS Sectional Breakdowns. He is also versed in the setting of ground control and data file management for Aerial Surveys. His office experience includes drafting Results of Survey Plats, Minor Land Division Maps, Results of Topographic Surveys Maps, ALTA / ASCM Survey Maps and Utility As-built Maps. His office experience also includes the research and understanding of recorded documents as they apply to ALTA / ASCM and Boundary Surveys. Eric is familiar with various surveying instruments including GPS and robotic total stations. He has also completed courses in Trimble Real-Time Kinematic Surveying and Course 1 of Advanced Studies in the USPLSS. Eric is currently working on the L.S.I.T test.



BRIAN SORRELLS, SURVEYOR/FORESTRY TECHNICIAN

Mr. Sorrells will serve as a CAD Technician and Right-Of-Way Specialist. He has a Bachelor's of Science Degree in Geography from Northern Arizona University. He has worked for SEC the past 11 years as a surveyor and drafting technician. His office experience includes drafting Results of Survey Plats, Minor Land Divisions Maps, Results of Topographic Surveys Maps, ALTA/ASCM Survey Maps and Utility As-built Maps. His office experience also includes the research and understanding of recorded documents as they apply to ALTA/ASCM and Boundary Surveys.



5.5.5.1 APPLICANT’S ASSURANCE THAT THIS ENGAGEMENT WILL NOT RESULT IN CONFLICT OF INTEREST.

The project team complies with the above requirement. This engagement will not result in conflict of interest.

5.5.5.2 APPLICANT’S CAPACITY AND INTENT TO PROCEED WITHOUT DELAY IF SELECTED FOR THIS WORK.

The project team is available to immediately begin work on this contract. The team will monitor and assess the capacity of our technical staff. This resource management process enables us to match project requirements to available staff, identifying areas of needed team augmentation as well as areas where additional professional service opportunities may be required to address critical deadlines.

The project team (see organization chart) consists of a project manager and technically sophisticated professionals who can be available at a moments notice. The concept of meeting workload requests applies not only to the quantity of our personnel but also to the quality. For all of the technical areas anticipated for this project, we offer individuals with specialized expertise who are available to complete complex scope requirements within a compressed time frame.

The project team organization is a functional structure designed to facilitate rapid decision making and clear lines of communication, authority, responsibility and accountability. We have assembled your project team to include members who performed successfully on the previous similar projects in Cottonwood and Yavapai County. These professionals have well-established communication and coordination skills from working together on many past projects.

We have the right team with the right expertise to hit the ground running on this project.

5.5.5.3 SEC’S PHILOSOPHY, APPROACH AND MANAGEMENT OF THE PROJECT

DESIGN CONCEPT & APPROACH

SEC is aware of most of the challenges in this project as we have already experienced and mitigated similar conditions in the development of 12th street improvements between Mingus Ave. and Birch St. SEC will collect all available data through the City database, published data, surrounding projects and SEC in house database. Preliminary data collection will include but not limited to; topographic, utility, drainage, traffic and existing features. Based on our understanding,



following are some of the conditions that will need to be reviewed and addressed, as needed.

Pavement- The pavement has significant cracks. A geotechnical evaluation will be conducted to determine the existing conditions and possible recommendations for new pavement. Available data from current project within the area will be used where possible to minimize cost.



Drainage – Mingus Avenue between 10th Street and Main Street has a grade break close to 11th Street dividing the drainage flow along the street IN an East West direction. The underground drainage system between 11th street and Railroad wash would need to be evaluated for capacity. The flow along Mingus Avenue toward the east is mainly carried through a ditch and pipe system. Due to the natural grade in an South to North direction, the drainage contribution on the drainage configuration system along Mingus Avenue will be required to be reviewed and upgraded.

Sidewalks & existing concrete – There exist sidewalk along the north side of the road. South sidewalk is limited to a very small area close to 11th Street. One of the expected tasks is to evaluate the existing sidewalks and driveways for structural integrity and durability. Verification of compliance with the latest regulations would be a key component.

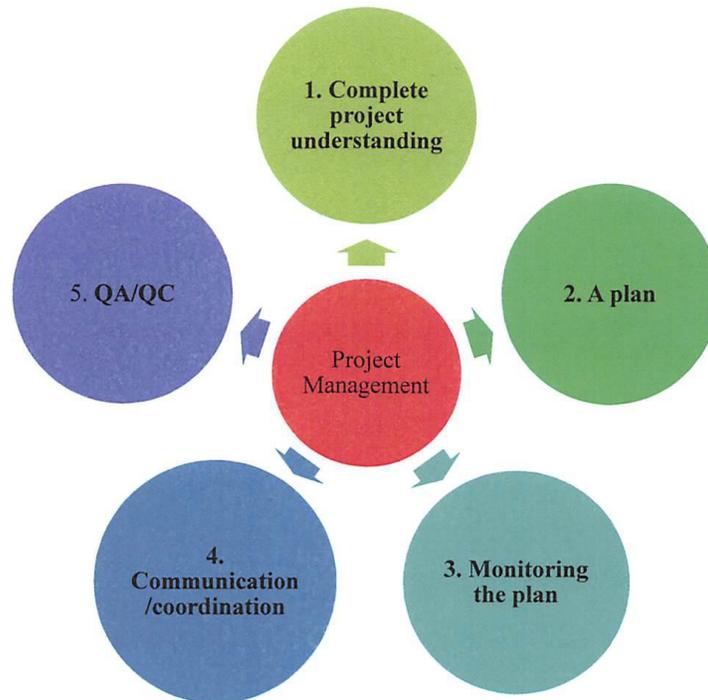
Existing driveways and intersections will be another design consideration. When working in existing neighborhoods, minimum impacts due to the road development will be an important consideration.

Based on the available information, SEC will develop a **design parameter matrix**. This matrix will account design constraints such as existing driveways, existing mail boxes, utilities and sidewalk. It will also include improvement parameters such as new pavement, curb/gutter, sidewalk, bicycle lanes, drainage improvements, etc. The design parameter matrix will help and guide design process and keep a light on all important parameters. SEC will develop 30%, 60%, 90% and final plans along with supporting construction documents which will meet or exceed the regulatory requirements

Stake holder participation –. SEC understands that one of the critical aspects of a successful project is the stake holder's participation and co-ordination. SEC will assign individuals who would be leading the public outreach process. SEC will initiate meetings, share information and incorporate feedback as appropriate to the design process.

MANAGEMENT

Our team understands that when working on a public works project, time is of the essence with the knowledge that quality, constructability and value engineering approaches are critical components. We also understand that working in established neighborhoods will create a unique set of construction challenges.

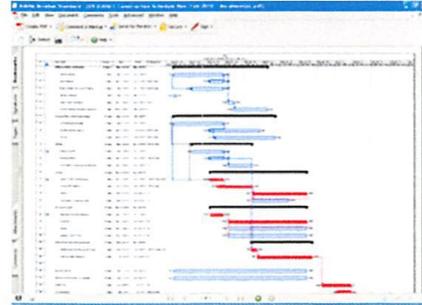


Project Management

Key project elements:

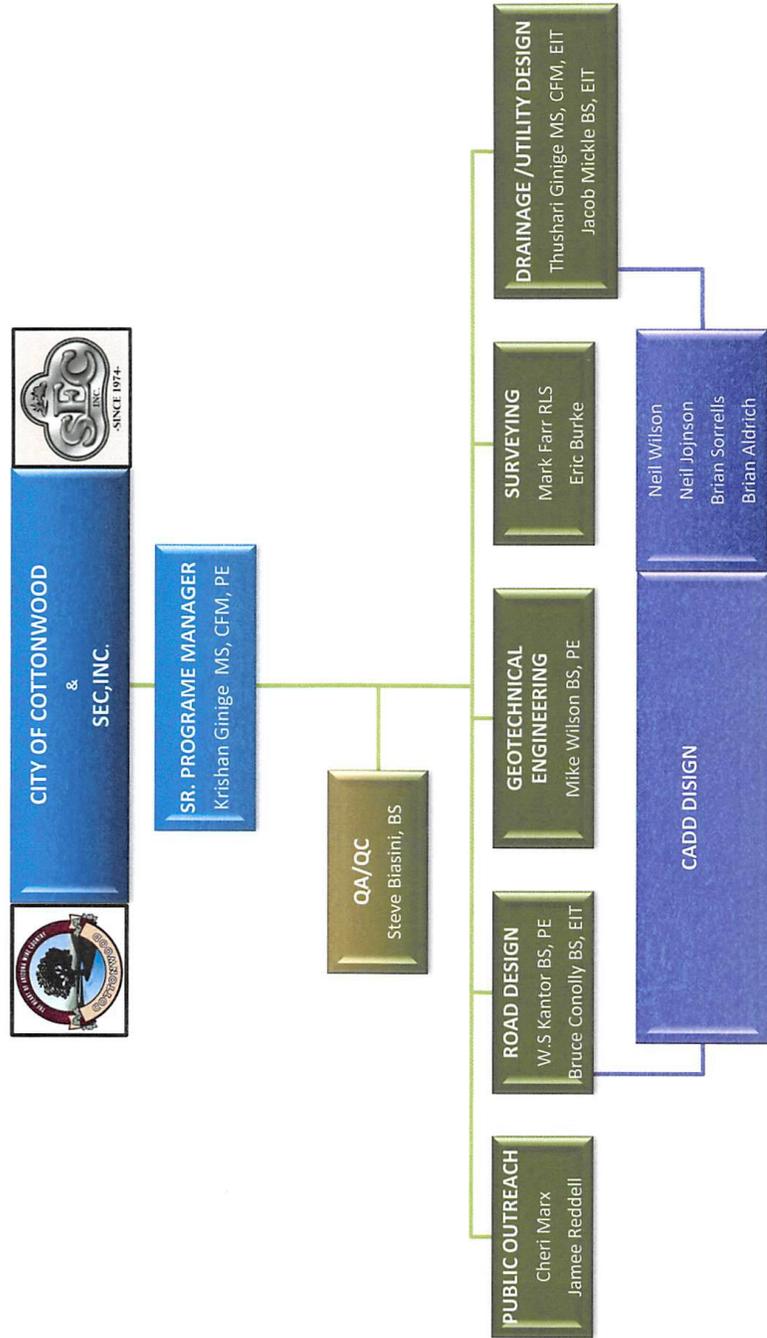
1. **Complete project understanding.** To provide a budget that represents the project's level of complexity and detail, we will meet with you to understand objectives and final expectations.
2. **A Plan.** Our team's project manager, Krishan Ginige, will develop a project control plan (PCP) that provides a road map for where we start, where we want to end and how we will get there.
3. **Monitoring the plan.** The PCP contains a detailed schedule and budget. We will provide the City project schedule updates at appropriate intervals, noting any issues that could alter the schedule or require City decisions. Our accounting system allows for weekly cost updating so that our managers can review current financial status in order to identify and resolve potential budget concerns as they occur.
4. **Communication/coordination.** Effective communication/coordination ensures mutual understanding, minimizes reviews/errors, enhances quality and maximizes our ability to complete projects with strict constraints.
5. **QA/QC.** Each team member is committed to continuous quality improvement and all employee performance reviews contain a section on QA/QC adherence. Every PCP includes a tailored QC plan.

We believe the key to any successful project is **planning**. SEC uses **macro & micro** project tracking methods to develop the key elements of the project. Key milestones will be established for each phase/critical item and the schedule will be monitored by the team on a weekly basis. The tasks & targets will be refined as the project progresses creating a schedule that is both dynamic and serves as a key decision making tool. SEC has put together a team for this project that is experienced with a total of 288 combined years by the key members and has a proven track record with each other for over 10 years. See organization chart (page 17). The group dynamic of "input based approach" will lead to value engineering and productivity. Input based approach is not a catch phrase but a concept which has been tested and practiced on a day to day basis. At SEC, open communication is both encouraged and required. All members of the team are encouraged to bring their ideas to the table. This open communication becomes a vital component to identify challenges and constraints. SEC weekly project meetings are used as a platform for the "team based" design approach. SEC's approach is built with a mechanism of task responsibility and "path for escalation", when needed. The organization chart will clearly identify the major responsibilities. As the schedule is developed, each major task will be assigned to a responsible person, who will be accountable for efficiency, effectiveness and timely completion of the assignment. SEC will communicate with the City Project Manager on a continuing basis to discuss the progress challenges and the possible solutions.



As the project proceeds, a separate **QA/QC process** will be in place to review all documents and reports to ensure that they meet appropriate design and constructability standards and are cost effective. The QA/QC process will be completely independent of the design efforts.

ORGANIZATION CHART



Attachments

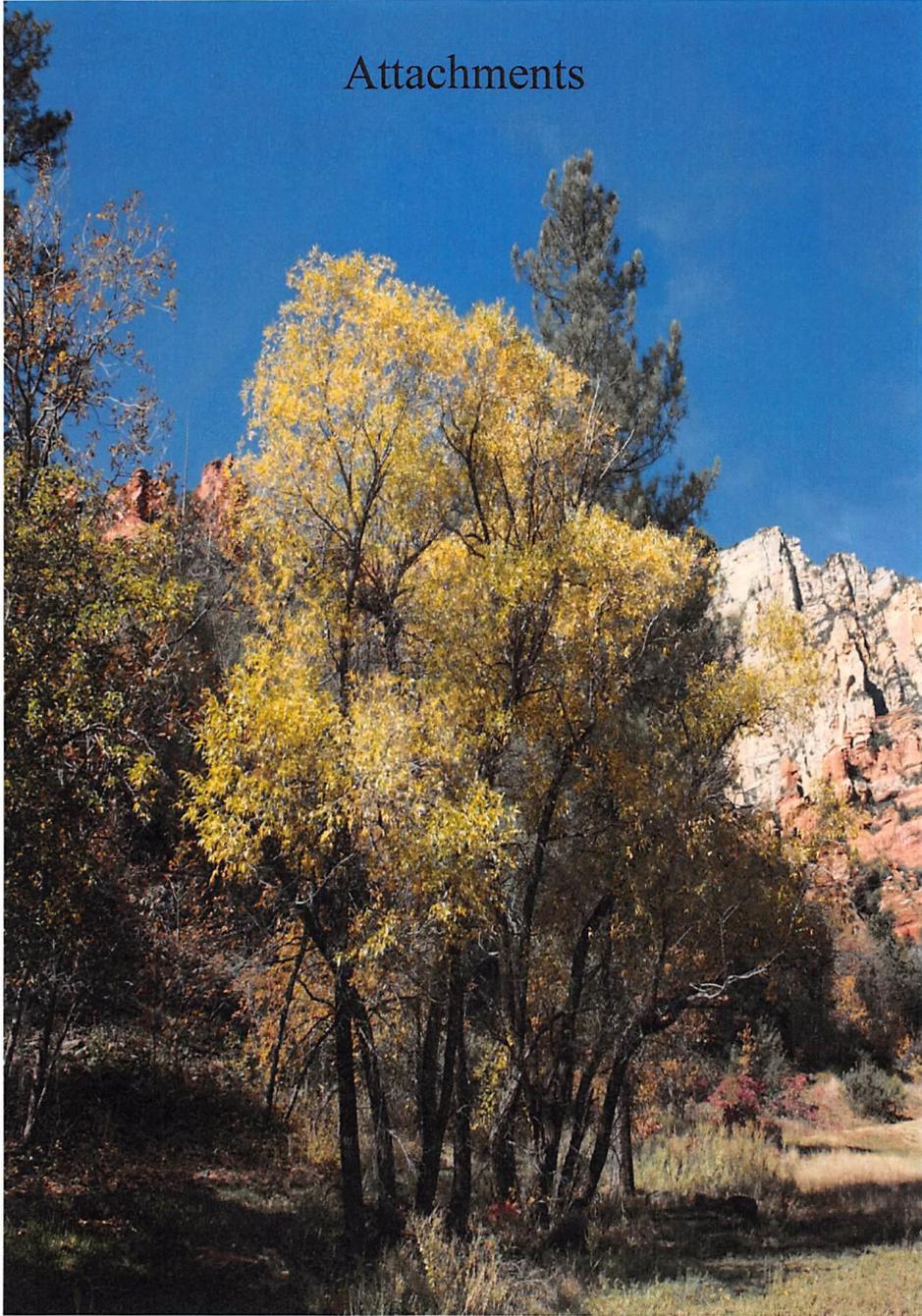


EXHIBIT B - OFFER SECTION

TO THE CITY OF COTTONWOOD:

The Undersigned hereby offers and agrees to enter into negotiations with the City to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification of this Offer, contact:

<u>Southwestern Environmental Consultants, Inc.</u> Company Name	Name: <u>Krishan Ginige</u>
<u>825 Cove Parkway</u> Address	Phone: <u>(928) 634-5889</u>
<u>Cottonwood, AZ 86326</u> City State Zip	Fax: <u>(928) 634-2222</u>
 Signature of Person Authorized to Sign	Email: <u>Krishan@sec-landmgt.com</u>
<u>Krishan Ginige</u> Printed Name	
<u>President</u> Title	

(Including all information required to be submitted with Response)

1. Applicant Information:
Firm Name: Southwestern Environmental Consultants, Inc
Contact Name: Krishan Ginige
Principal Address: 825 Cove Parkway
Cottonwood, AZ 86236
Phone: (928) 634-5889 Fax: (928) 634-2222
E-Mail: kginige@sec-landmgt.com
Local Address: 20 Stutz Bearcat Dr. #6
Sedona, AZ 86336

Type of Organization: Engineering and Surveying

Tax ID #: 86-0289753 License #: 16-1011

2. Exceptions to RFQ (§5.5.6 Exceptions to RFQ): No Exceptions
3. Disclosure of Debarment Information (§5.5.7 Disclosure): No Debarment Information
4. References (must be provided)

Provide names, addresses and telephone numbers of government agencies/businesses to which you have provided similar goods or services.

A. Entity: Camp Navajo

Address: 1 Huges Avenue, Bellemont, AZ 86015

Contact: Pete Cullum

Phone: (928) 773-3322

Goods or services supplied and when provided: Engineering and Surveying Services 2011 to Present

B. Entity: City of Sedona

Address: 102 Roadrunner Drive, Sedona, AZ 86336

Contact: Andy Dickey

Phone: (928) 203-5039

Goods or services supplied and when provided: Engineering and Surveying Services 2010 to Present

C. Entity: Town of Clarkdale

Address: P.O. Box 308, 39 North Ninth Street, Clarkdale, AZ 86324

Contact: Wayne Debrosky

Phone: (928) 639-2550

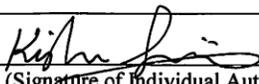
Goods or services supplied and when provided: Engineering and Surveying Services 2010 to Present

5. Receipt of Addenda:
Applicant acknowledges receipt of the following Solicitation Addendum(s):

Addendum No.
Addendum #1

Date
February 9, 2016

6. Other Information Requested: N/A

7. Intent to be Bound by Response: 
(Signature of Individual Authorized to Sign Response)

Krishan Ginige, President
(Printed Name of Individual Authorized to Sign Response)

EXHIBIT C - CERTIFICATE OF INSURABILITY

I hereby certify that as an Offeror to City of Cottonwood (City) for Solicitation No. 2016-PW-07, I am fully aware of insurance requirements contained in the Contract and by the submission of this offer. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.



Signature of Offeror

Southwestern Environmental Consultants, Inc.

Company

February 29, 2016

Date

EXHIBIT D - CONTRACTOR IMMIGRATION WARRANTY
(To Be Completed by Contractor Prior to Execution of Contract)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) requires as a condition of your Contract, verification of compliance by the Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:		
Name (as listed in the contract): Southwestern Environmental Consultants Inc.		
Street Name and Number: 825 Cove Parkway		
City: Cottonwood	State: AZ	Zip Code: 86326

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Contract;
2. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Krishan Ginige

Title: President

Date (month/day/year): February 29, 2016

EXHIBIT E - DISCLOSURE OF RESPONSIBILITY STATEMENT

- A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
NONE
- B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor.
NONE
- C. List any convictions or civil judgments under state or federal antitrust statutes.
NONE
- D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract.
NONE
- E. List any prior suspensions or debarments by any governmental agency.
NONE
- F. List any contracts not completed on time.
NONE
- G. List any penalties imposed for time delays and/or quality of materials and workmanship.
NONE
- H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
NONE

I, Krishan Ginige, as President
Name of individual Title & Authority

of Southwestern Environmental Consultants, Inc., declare under oath that the above statements, including
Company Name

any supplemental responses attached hereto, are true.

By: [Signature]
(Signature of Individual/Representative)

STATE OF:)
) ss.
COUNTY OF:)

On this the 29 day of February, 20 16, before me, the undersigned NOTARY PUBLIC, personally appeared Krishan Ginige, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

SEAL

Cheri Lynn Marx
NOTARY PUBLIC

My Commission Expires: August 29, 2019

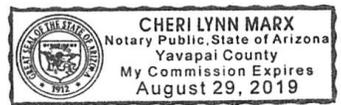


EXHIBIT F - NON-COLLUSION AFFIDAVIT

STATE OF: Arizona)
) ss
CITY OF: Cottonwood)

Krishan Ginige
(Name of Company, Representative)

being first duly sworn, deposes and says:

That she/he is President of Southwestern Environmental Consultants
(Title) (Name of Company)
and

That pursuant to Section 112 (C) of Title 23 USC or other applicable laws, he/she certifies as follows:

That neither he/she nor anyone associated with the said
Southwestern Environmental Consultants, Inc.
(Name of Company)

has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive solicitation for the response for the:

Mingus Avenue Design Services from 10th Street to Main Street

This response is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted to conform to any agreement or rules of any group, association, organization or corporation. Applicant has not submitted a false response or solicited whether directly or indirectly with any other Applicant to submit a false response which would give one particular response any advantage over others or the owner.

By: [Signature]
(Signature of Individual/Representative)

STATE OF:)
) ss.
COUNTY OF:)

On this the 29 day of February, 2016, before me, the undersigned NOTARY PUBLIC, personally appeared Krishan Ginige, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Cheri Z. Marx
NOTARY PUBLIC

SEAL

My Commission Expires: August 29, 2019



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Southwestern Environmental Consultants, Inc.	
2 Business name/disregarded entity name, if different from above SEC, Inc.	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) 20 Stutz Bearcat Drive #6	Requester's name and address (optional) City of Cottonwood 816 N. Main Street Cottonwood, AZ 86326
6 City, state, and ZIP code Sedona, AZ 86336	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number													
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8	6	-	0	2	8	9	7	5	3				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>02/17/2016</u>
------------------	----------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF COTTONWOOD
AND
SOUTHWESTERN ENVIRONMENTAL CONSULTANTS, INC.

[Scope of Work]

See following pages.



**SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.**

www.sec-landmgt.com
info@sec-landmgt.com

CORPORATE OFFICE:
20 STUTZ BEARCAT DRIVE #6
SEDONA, ARIZONA 86336
(928) 282-7787
Fax: 282-0731

BRANCH OFFICE:
825 COVE PARKWAY
COTTONWOOD, ARIZONA 86326
(928) 634-5889
Fax: 634-2222

Mr. Robert Winiecke, P.E., CFM
City Engineer
City of Cottonwood
1490 W Mingus Ave.
Cottonwood, AZ 86326

September 2nd, 2016

Re: Mingus Avenue Design Services

Dear Mr. Winiecke:

Thank you for the opportunity to provide you with this proposal for the Mingus Avenue Improvement Project. Based on our understanding of the project there are a number of challenges associated with the road development. Sidewalks, driveway connections, intersections, traffic flow (vehicle, bicycle, pedestrian), utility conflict and drainage are some of the examples. However Mingus Avenue improvements provide the opportunity for the City to review some other long outstanding regional issues beyond the Mingus Right-of-Way. One such opportunity is the drainage mitigation which provides a significant contribution from the south of Mingus Avenue which compounds to the drainage challenges along Mingus Avenue as well as conveyance north of Mingus Avenue. The other opportunity is to review the traffic impacts and improvements at Mingus Avenue and Main Street. An analysis may provide cost effective fixes now and also can be used as a guide for future development.

Therefore we have broken down this proposal into 3 main areas;

- a) Base Proposal – Mingus Avenue Design from Main Street to 8TH Street within the right-of-way
- b) Drainage Mitigation (south of Mingus Avenue)
- c) Mingus Avenue/ Main Street Intersection Traffic Analysis

Base Proposal

Data collection and Preliminary investigation phase

- Data gathering- Drainage
- Data gathering- Utility
 - Review existing utility location information from each Utility Provider
- Data gathering- Traffic

"Growth is inevitable... it's planning that makes the difference."



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- The traffic movements and parking scenarios will be based on the available traffic information as provided by the City
- Traffic control, parking and other considerations.
- Geotechnical Investigation
- Topographic Survey-Ground control and Flight
 - Set aerial panels for flight
 - Establish horizontal and vertical datum to each panel
 - Aerial flight of the area by Kenney Aerial
 - Kenney Aerial creates the topography and the rectified color ortho photo
- Topographic Survey-Locate existing features
 - Locate existing features invisible to the flight (e.g. blue stake, CMPs, manhole inverts)
 - Draft these items onto the aerial topography
- Topographic Survey-ROW/Boundary and surface model
 - Research documents to aid in determining the right-of-way boundary
 - Locate parcel monuments using the researched documents to create the right-of-way boundary and parcel locations
 - Create a Base Map to include the boundary, surface model and existing features
- Blue stakes and Pot holes (*Allowance*)

Conceptual Design

- Review traffic patterns
- Review Drainage
 - Identify Drainage Patterns and Runoffs
- Develop road P &P (for Mingus)
 - Existing/Proposed road Alignment

30% Design

- Drainage Analysis (Contribution)
 - Calculate Runoffs
 - Identify Major Constraints
- Drainage Analysis (Review options for conveyance)
- Traffic Review- Intersections

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- Traffic Review-Pedestrians and Bicycles
- Traffic- Bus Stops, commercial access west of Main/Mingus
- Review utility conflicts- Water, Sewer, Electric, Gas, Water
 - Meeting with Utility Companies
- Project constraints-Sidewalks, Driveways and Intersections
- Miscellaneous conflicts- Mail Boxes, Fences
- Develop P&P
- Engineers Cost estimate
- Public Meeting
 - Invitation to Public Meeting (**To be coordinated by the City**)

60% Design

- Drainage Analysis (Contribution)
 - Update Drainage Report/Study
- Drainage Analysis (Review options for conveyance)
- Traffic Review- Intersections
- Traffic Review-Pedestrians and Bicycles
- Traffic- Bus Stops, commercial access west of Main/Mingus
- Review utility conflicts- Water, Sewer, Electric, Gas, Water (Relocation by others)
- Project constraints-Sidewalks, Driveways
- Miscellaneous conflicts- Mail Boxes, Fences
- Develop P&P
- Engineers Cost estimate
- *No Public Meeting is anticipated*

90% Design

- Develop P&P
- Engineers Cost estimate
- Technical Specs

100% Design

- CD- Plans & Specs
- Engineers Cost estimate

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Fax: 634-2222

This proposal excludes utility design and relocation and structural design. Only one public meeting is anticipated. No additional traffic counts are anticipated to be required for intersection analysis.

Based on our understanding and available information we propose to provide the above identified services for an estimated cost of \$125,904.00. Please refer the attached cost breakdown for additional information.

Option 1

Offsite Drainage mitigation

The intent of the analysis is to review the drainage patterns and contribution from South of Mingus Avenue between Main street and 10th Street and review options for drainage mitigation. Based on our understanding of the project following are the tasks proposed;

- Development of a topographic base file.
- Gather existing drainage study data
- Identify critical structures and grade breaks
- Hydrology- Develop basins and other parameters. Develop concentration flow conditions.
- Model calibration and capacity analysis of existing systems
- Analysis of mitigation options- Option 1- Detention basin at 12th Street and Mingus
- Analysis of mitigation options- Option 2- Conveyance through a pipe network
- Develop option mitigation for design improvement.

In an attempt to reduce cost, we are not proposing to carry out an aerial topography. Instead we will attempt to use the existing data and gather any missing information.

Based on our understanding and available information we propose to provide the above identified option 1 services for an estimated cost of \$48,728.00. Due to the nature of work, SEC and the City will review the data periodically for option development and feasibility. The initial work will be at a not to exceed sum of \$ 30,000.00. Written permission will be obtained before any additional work is executed. Please refer the attached cost breakdown for additional information.

"Growth is inevitable... it's planning that makes the difference."



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Option 2

Traffic Analysis and investigation at the intersection of Mingus and Main

The intent of this analysis to establish recommendations which can have short term and long term benefits to intersection development operation.

- Use existing data and from the Mingus design (base work)
- Field inspection & Review existing geometric data
- Data gathering- Traffic counts
- Capacity analysis at Mingus/Main (Optimize Signal LOS)
- Capacity analysis at Mingus/Main (Roundabout alternative)
- Capacity analysis result summary recommendations report memo
- Develop preliminary recommendations for design improvements
- Meetings and coordination

Based on our understanding and available information we propose to provide the above identified option 2 services for an estimated cost of \$15,876.00. Please refer the attached cost breakdown for additional information.

If you have any questions or need clarification please feel free to contact me at kginige@sec-landmgt.com or 928-634-5889 Ext 4219.

Sincerely

A handwritten signature in black ink, appearing to read 'G. Krishan Ginige', is written over a light blue horizontal line.

G. Krishan Ginige P.E, MS, CFM

President

"Growth is inevitable... it's planning that makes the difference."

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF COTTONWOOD
AND
SOUTHWESTERN ENVIRONMENTAL CONSULTANTS, INC.

[Fee Proposal]

See following pages.

