



Ina Road Construction Debris Landfill Phase 1 Closure

Solicitation: IFB-PO-2000052

Prepared for:

**Pima County Procurement Department:
Design & Construction Division**

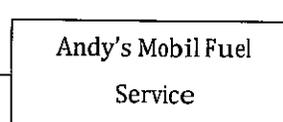
130 West Congress Street,
Tucson, AZ 85701

Prepared by:

Smithco Ent Inc

P.O. Box 770
Winkelman, AZ 85192

December 17, 2019



SMITHCO ENT INC

CURRENT WORK LOAD

- Providing 10,000 tons of ABC and Structural Backfill material for the Pinto Valley Bridge on US 60
- Providing 5000 tons of gravel, rock, and boulders to Kennecot tailings closure project
- Provides dust suppression and maintenance service for the Asarco Tailings
- Provides High Quartzite Rock for use as Flux reagent to Hayden and Miami Smelters
- Provides Slag material handling

SIMILAR PROJECTS

- PZ mitigation (129 acres) Remediation
- Magdalena Tailings (85 acres) Reclamation
- Central Arizona Project slope layback and erosion repair (10 acres)
- Demming Tailings (79 acres) Reclamation
- PZ mitigation II (83 acres) Remediation
- DMB Verrado (3500 acre development –Our portion was Reclamation reshape mountain side of the 14 tee box hill side; old Cat Proving Grounds)
- Solero Ranch and January Adit (Installed 16,000ft of pipe and constructed 50,000 Sqft evaporation pond)
- Belgravia Tailings Reclamation (12 Acres)

KEY PERSONEL

Bryant Smith – President, Project Coordinator

- BS Regional Development and Business - 2007 University of Arizona
- Successfully completed reclamation projects
 - PZ Mitigation Project
 - Verrado Point Ridge
 - Solero Mitigation
 - January Adit
 - Belgravia Tailings
 - Central Arizona Project Canal slope layback and erosion repair

John Burrell – Project Supervisor

- 18 years experience in Mining and Reclamation
- Successfully completed reclamation projects
 - Solero Mitigation
 - January Adit
 - Belgravia Tailings
 - Central Arizona Project Canal slope layback and erosion repair

Alex Gort – Quality Engineer

- BS Metallurgical Engineering -1988 Colorado School of Mines
- MBA – 1995 - University of Phoenix
- 28 years experience in environmental and process sampling in Arizona and New Mexico
- Served as Quality Assurance on many environmental projects
- Managed ADHS Certified Laboratory and sampling department in Hayden Arizona

Vergil Mercer – Project Forman

- 20 years experience in Mining reclamation and Industrial Construction
- Successfully completed reclamation remediation projects
 - BHP Smelter
 - Demo of mine tunnels and tailings restoration
 - Old Dominon Mine Reclamation
 - 50,000 cy of cut and fill
 - 100,000 cy of slag pile reclamation
 - 250 mine shaft closures
 - Asarco BC Tailings Pond K-order
 - 150,000 cy of tallings washout and stabilization
 - Central Arizona Project Canal slope layback and erosion repair

LIST OF SMITHCO EQUIPMENT TO BE USED ON PROJECT

- D8T Dozer
- D8N Dozer
- 336-07 Excavator
- 336F Excavator
- 330 Excavator
- 325 Excavator
- 420D Backhoe
- A30 Articulating Truck
- 980M Loader
- 966K Loader
- 950K Loader
- 613Water Wagon
- 4000k Water Truck * 2
- 232 Cat Skid Steer * 2
- 140H Blade

PIMA COUNTY PUBLIC WORKS DEPARTMENT

PROJECT: Ina Road Construction Debris Landfill – Phase I Closure (2INARD)

CONTRACTOR: Legal name: Smithco Ent Inc

Address: P.O. Box 770
Winkelman AZ 85192

CONTRACT NO. 2000052

BID AMOUNT: \$ 1,298,327.00

FUNDING:

CONSTRUCTION SERVICES CONTRACT

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and Smithco Ent Inc hereinafter called CONTRACTOR, collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires, consistent with the provisions of A.R.S. Title 34, the services of a CONTRACTOR to provide all equipment, labor, and materials required to construct the Ina Road Construction Debris Landfill – Phase I Closure Project; and

WHEREAS, CONTRACTOR submitted the low responsive, responsible bid in response to IFB-PO-2000052 for the COUNTY for said work and is qualified and willing to provide such services.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration the Parties hereto agree as follows:

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the Board of Supervisors, commences on January 14, 2020, and terminates on, October 31, 2020 unless sooner terminated or further extended pursuant to the provisions of this Contract.

Construction completion time for the work to be performed under this Contract will be **88 working days** after the date of Notice to Proceed. Liquidated damages will be assessed based upon the construction completion time.

COUNTY has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Procurement Director or the COUNTY Board of Supervisors, as required by the Pima County Procurement Code must approve change orders to the Contract or the Scope of Services before CONTRACTOR performs the work authorized by the change order.

ARTICLE 2 – SCOPE OF SERVICES

CONTRACTOR shall provide for the COUNTY all labor, materials and equipment necessary to complete the Ina Road Construction Debris Landfill – Phase I Closure Project. All work shall be as called for by Pima County Solicitation No. IFB-PO-2000052 Bid Documents, any issued Amendments, **EXHIBIT “B” – General Conditions** (12 pages) and other documents incorporated into this Contract, all made a part hereof.

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in the manner hereinafter specified.

CONTRACTOR will provide detailed documentation in support of requested payment. The CONTRACTOR must cite the Contract number on all invoices. Payments will be made in accordance with A.R.S. § 34-221.

Total payments for this Contract shall not exceed <Spell out bid amount> (\$X,XXX,XXX.XX)

Payment for this Contract will be made based on **EXHIBIT "A": Bid Schedule** (1 page) submitted by CONTRACTOR in response to Solicitation No. IFB-PO-2000052, attached hereto and made part of this Contract. Line items for which the "Unit" is defined as L.S. will be paid as "Lump Sum". Other line items for which the "unit" is defined as a unit of measure (i.e., "each", "L.F.", etc.) and for which there is a Unit Price, will be measured and paid at the unit price for the actual quantity of work performed in accordance with the Specifications. The quantities of unit-priced items stated in the bid schedule are estimates only and the actual quantities may be either less or more than stated in the Bid Schedule.

For the period of record retention required under Article 23, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law

CONTRACTOR will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONTRACTOR'S own risk.

ARTICLE 4 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. CONTRACTOR'S insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. COUNTY in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

4.1 Minimum Scope and Limits of Insurance:

CONTRACTOR will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit CONTRACTOR'S indemnity obligations under this Contract. COUNTY in no way warrants that the required insurance is sufficient to protect the CONTRACTOR for liabilities that may arise from or relate to this Contract. If necessary, CONTRACTOR may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

- 4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.
- 4.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.
- 4.1.3 Workers' Compensation (WC) and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

4.1.4 Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

4.2 Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 4.2.1 Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County and City of Tucson, their departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of CONTRACTOR.
- 4.2.2 Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of CONTRACTOR.
- 4.2.3 Primary Insurance: The CONTRACTOR'S policies shall stipulate that the insurance afforded the CONTRACTOR shall be primary and that any insurance carried by COUNTY, its agents, officials, or employees shall be excess and not contributory insurance.
- 4.2.4 Insurance provided by the CONTRACTOR shall not limit the CONTRACTOR'S liability assumed under the indemnification provisions of this Contract.

4.3 Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, that COUNTY will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the COUNTY project or contract number and project description.

4.4 Verification of Coverage:

CONTRACTOR shall furnish COUNTY with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 4.4.1 All certificates and endorsements, as required by this Contract, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 4.4.2 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the COUNTY project or contract number and project description on the certificate. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

COUNTY Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the COUNTY'S failure to obtain a required insurance certificate or endorsement, the COUNTY'S failure to object to a non-complying insurance certificate or endorsement, or the COUNTY'S receipt of any other information from the CONTRACTOR, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

ARTICLE 5 – INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR indemnifies, defends and holds harmless COUNTY and City of Tucson, their officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of CONTRACTOR, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article do not extend to the negligence of COUNTY and City of Tucson, their agents, employees or indemnities.

All warranty and indemnification obligations under this Contract survive expiration or termination of the Contract, unless expressly provided otherwise. Any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

Upon request, CONTRACTOR may fully indemnify and hold harmless any private property owner granting a right of entry to CONTRACTOR for the purpose of completing the project.

ARTICLE 6 – COMPLIANCE WITH LAWS

CONTRACTOR will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 7 – INDEPENDENT CONTRACTOR STATUS

The status of CONTRACTOR is that of an independent contractor and CONTRACTOR is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONTRACTOR will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONTRACTOR from COUNTY. CONTRACTOR will be responsible for program development and operation without supervision by COUNTY.

ARTICLE 8 – CONTRACTOR/SUBCONTRACTOR PERFORMANCE

CONTRACTOR will perform the work in accordance with the terms of the Contract and with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. CONTRACTOR will employ suitably trained and skilled personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONTRACTOR will obtain the approval of COUNTY.

CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONTRACTOR under this Contract. Without additional compensation, CONTRACTOR will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions

of CONTRACTOR found during or after the course of the services performed by or for CONTRACTOR under this Agreement, regardless of COUNTY having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

CONTRACTOR will ensure that all SUBCONTRACTORS have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Contract. CONTRACTOR will not permit any SUBCONTRACTOR to perform work that does not fall within the scope of the SUBCONTRACTOR'S license, except as may be permitted under the rules of the Registrar of Contractors.

CONTRACTOR will be fully responsible for all acts and omissions of its SUBCONTRACTOR(S) and of persons directly or indirectly employed by SUBCONTRACTOR and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONTRACTOR, except as may be required by law.

CONTRACTOR must use the SUBCONTRACTORS named on Contractor's Subcontractor List submitted with the bid. No SUBCONTRACTOR may be added or changed without the prior written approval of the COUNTY subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-SBE SUBCONTRACTORS may be approved at the discretion of the COUNTY for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of the COUNTY. Approval for substitution of SBE SUBCONTRACTORS that are listed on the Bidders Statement of Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Title 20.28.050 of the Pima County Code have been met.

ARTICLE 9 – ASSIGNMENT

CONTRACTOR will not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold assignment at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 10 – NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **including flow down of all provisions and requirements to any SUBCONTRACTORS**. During the performance of this Contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 11 – AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONTRACTOR is carrying out government programs or services on behalf of COUNTY, then CONTRACTOR shall maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE 12 - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE 13 – NON-WAIVER

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONTRACTOR and its sureties, if any, will be liable for any damage to COUNTY resulting from CONTRACTOR'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
 - 1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 - 3. Failure to provide competent supervision at the site;
 - 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;
 - 5. Failure to make prompt payment to SUBCONTRACTORS or suppliers for material or labor;
 - 6. Loss of CONTRACTOR'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR'S performance of this Contract;
 - 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or
 - 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
 - 1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 - 2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and

3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONTRACTOR will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor CONTRACTOR charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another contractor in the performance of a Contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of SUBCONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUBCONTRACTOR'S or suppliers; and
 2. CONTRACTOR, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 16 – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Contract at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of COUNTY, become its property. If COUNTY terminates the Contract as provided herein, COUNTY will pay CONTRACTOR an amount based on the time and expenses incurred by CONTRACTOR prior to the termination date. However, COUNTY will make no payment for anticipated profit on unperformed services.

ARTICLE 17 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Contract, COUNTY may terminate this Contract if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, COUNTY has no further obligation to CONTRACTOR, other than payment for services rendered prior to termination.

ARTICLE 18 – NOTICES

Any notice required or permitted to be given under this Contract will be in writing and will be served by delivery or by certified mail upon the other Party as follows:

COUNTY:

Nancy Cole, RA, Director, Project Management Office
Public Works Department
Public Works Building
201 N. Stone Ave
Tucson, AZ 85701
Tel: (520) 724-3612

CONTRACTOR:

Contact Name: Bryant Smith
Position: President
Firm Legal Name: Smithco Ent Inc
Address: P.O. Box 770
City: Winkelman State: AZ Zip: 85192
Telephone: 520-575-8408 Email: bsmith@smithcoaz.com

ARTICLE 19 - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is Non-Exclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE 20 - CONTRACT DOCUMENTS

- A. INCORPORATION OF DOCUMENTS: CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in SOLICITATION NO. IFB-PO-2000052 – Ina Road Construction Debris Landfill – Phase I Closure, EXHIBIT "A" – BID SCHEDULE, EXHIBIT "B" – GENERAL CONDITIONS, BONDS (BID, PAYMENT, AND PERFORMANCE BONDS), SPECIAL PROVISIONS, CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS, AMENDMENTS, and on information provided in the CONTRACTOR response to this Solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.
- B. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between or among the Documents incorporated into this Contract, the Contract Documents shall take precedence in the following order:
- a) This Contract
 - b) EXHIBIT "B" – General Conditions
 - c) Special Provisions, Technical Specifications, and Plans
 - d) Contractor Response to the Solicitation
 - e) Instructions to Bidders
 - f) Invitation to Bid

The Parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among Contract Documents. Any such Agreement interpreting the Contract shall be incorporated into the Contract by Amendment.

In the event of any conflict between any provision in the Special Conditions, if any, and any provision of the General Conditions, or any other incorporated document, the provision in the Special Conditions shall take precedence.

ARTICLE 21 - BONDING REQUIREMENTS

In accordance with A.R.S. §34-221, *et. seq.*, the CONTRACTOR will provide Payment and Performance bonds for not less than one hundred percent (100%) of the contract amount. Copies of said bonds will be attached to and become part of this Contract.

ARTICLE 22 - OWNERSHIP OF DOCUMENTS

All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this Contract vest in and become the property of the COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

ARTICLE 23 - BOOKS AND RECORDS

CONTRACTOR will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONTRACTOR will retain all records relating to this Contract at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONTRACTOR may, at its option, deliver such records to COUNTY for retention.

ARTICLE 24 - REMEDIES

Either Party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 27 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 25 - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE 26 - DELAYS

Neither Party hereto is in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party.

ARTICLE 27 - DISPUTES

In the event of a dispute between COUNTY and CONTRACTOR regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and CONTRACTOR'S counterpart official, such meeting to be held within one (1) week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

ARTICLE 28 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONTRACTOR in any way related to this Contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Contract that CONTRACTOR believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a public record and should not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to the CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 29 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each SUBCONTRACTOR who performs any work for CONTRACTOR under this Contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any SUBCONTRACTOR in order to verify such Party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any SUBCONTRACTOR'S warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a SUBCONTRACTOR, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement SUBCONTRACTOR (subject to COUNTY approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

CONTRACTOR will advise each SUBCONTRACTOR of COUNTY'S rights, and the SUBCONTRACTOR'S obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to SUBCONTRACTOR'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this Contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this Contract."

Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR'S approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

ARTICLE 30 – ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

ARTICLE 31 – ENTIRE AGREEMENT

This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written Amendment signed by the Parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

APPROVED:

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

Date

CONTRACTOR:

Smithco Ent Inc
Contractor Firm Name

[Signature]
Contractor Signature

Bryant Smith - President
Name and Title (Please Print)

12/16/19
Date

EXHIBIT "A" – BID SCHEDULE (1 page)

IFB-PO-2000052

INA ROAD CONSTRUCTION DEBRIS LANDFILL – PHASE I CLOSURE (2INARD)

The undersigned Bidder hereby acknowledges receipt of the complete Bid Documents for this project and has examined and is familiar with all documents, including those incorporated by reference, which are applicable to this project. BIDDER hereby proposes and agrees to furnish any and all required labor, material, construction equipment, transportation and services for the project in strict conformity with the Bid Documents, at the unit prices set in this Exhibit "A".

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	LS	1	30,000.00	30,000.00
2	Survey and As-Built Drawings	LS	1	60,331.00	60,331.00
3	Rough Grade Waste & Intermediate Cover Relocation and placement of the Foundation Layer to achieve sub-grade elevations shown on Sheets 3, 4 & 5 (235,493 CY cut, 243,515 CY fill & 8,021 CY net fill)	AC	78	7,692.31	600,000.00
4	Subgrade Preparation	AC	78	588.00	45,864.00
5	24" Culvert Pipe - ADS - N-12 WT IB with splash pads	LF	1,194	50.25	60,000.00
6	Rough Grade Perimeter Stormwater Channel and road per 3 & 4/16 <u>excluding</u> the Rip-Rap and Non-Woven Geotextile	LF	10,612	1.00	10,612.00
7	Stormwater Basin B Construction	LS	1	147,500.00	147,500.00
8	Stormwater Basin C Construction	LS	1	43,750.00	43,750.00
9	Basin B Bank Protection Rip Rap (65,722 SF) and 16 oz. Non-Woven Geotextile per Detail 2/16	SF	65,722	4.00	262,888.00
10	Power Pole Protection per Detail 7/14	EA	2	5,000.00	10,000.00
11	Removal of Existing Fencing and Installation of Temporary Fencing	LF	4,581	4.37	20,018.97
12	AZPDES Permit/NOI/BMPs	LS	1	8,902.03	8,902.03
Total Bid				1,299,866.00	

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Any bid that fails to acknowledge any addendum that directly affects cost, scope or schedule will be rejected as nonresponsive.

Amendment #	By (Bidder Initials)	Date	Amendment #	By (Bidder Initials)	Date
1	BRS	11/22	3	BRS	12/12
2	BRS	12/6			

BIDDER HEREBY CERTIFIES that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

SIGNATURE:  DATE: 12/16/19

PRINTED NAME & TITLE: Bryant Smith - President

LEGAL COMPANY NAME: Smithco Ent Inc

CORPORATE HEADQUARTERS (CITY, STATE) Oro Valley, AZ

ARIZONA CONTRACTOR'S LICENSE NUMBER: 94362 CLASS: A-5

ARIZONA CONTRACTOR'S LICENSE NUMBER: _____ CLASS: _____

END OF EXHIBIT "A"

SMALL BUSINESS ENTERPRISE (SBE) ASSURANCES CERTIFICATION

The undersigned, fully cognizant of the Small Business Enterprise (SBE) requirements and of the SBE goal established for this project, hereby certifies that in the preparation of this bid for:

SOLICITATION NO. IFB-PO-2000052 – Ina Road Construction Debris Landfill Phase I – Closure (2INARD)

(Check only one option)

- A. Bidder will meet the established SBE subcontracting goals set for this project. Bidder has made appropriate arrangements with certified Small Business Enterprises (SBEs), and has fully completed the "Bidders Statement of Proposed SBE Utilization," which is submitted with the bid. If the Bidder makes this selection, the bidder cannot submit a waiver request. Only **certified** SBE firms whose physical business is located within the Tucson Metropolitan Statistical Area are eligible to meet the SBE goal on this project
- B. Bidder affirms the bidder has exercised good faith efforts and was **UNABLE** to meet the established SBE subcontracting goal set for the project. Bidder claims it is entitled to a full or partial goal waiver, and bidder submits a fully documented *Certificate of Good Faith Effort/Request for Waiver* with the bid. The request for waiver will be acted on at the time the recommendation for award is made. The denial of the waiver will result in the determination that the bid is non-responsive.

NOTE: IF Option "A" is selected, Request for Waiver documents are not required.

SIGNATURE:  DATE: 12/16/19
PRINTED NAME & TITLE: Bryant Smith - President
FIRM NAME: Smithco Ent Inc

**THE BID MAY BE REJECTED AS NON-RESPONSIVE IF THIS
CERTIFICATION IS MISSING OR INCOMPLETE.**



Kevin Riley, RLS
Survey Division Manager

Professional Experience

Mr. Riley has over 10 years of diversified experience in surveying in multiple jurisdictions, including being a Registered Land Surveyor in Arizona. Mr. Riley has performed land surveying for roadway design, including intersections, sidewalks, traffic signals signs, bicycle paths, shared-use paths, drainage, landscaping, irrigation, stormwater harvesting, utility corridors, etc. as well as right-of-way analysis, hydrologic and hydraulic analysis, plan and specification preparation, boundary, topographic and engineering surveys; construction layout of storm sewer and residential houses, and small commercial building layout. He performs calculations, construction stakeout, collection of topographic and control survey information. He supervises and coordinates the work of surveyors to ensure that surveying work is according to prescribed procedures, is completed timely and is reported in understandable terms. He practices safety procedures by utilizing safety equipment and prudent work procedures on site.

Qualifications

- Certified Survey Technician Level 3 Boundary No. 1193-0515 (N.S.P.S.)
- Certified Survey Technician Level 2 Office No. 1193-0515 (N.S.P.S.)
- State of Michigan Certification for Soil Erosion and Sedimentation Control
- Southeast Chapter of Michigan Professional Surveyors Scholarship
- Union Pacific Railroad E – Rail Safe Certified
- Desert Tortoise Certification
- APS power plant safety certification
-

Professional Registrations

- Arizona RLS # 42285

Professional Memberships

- United Surveyors of Arizona
- Arizona Professional Land Surveyors Association
- National Society of Professional Surveyors

Recent Relevant Project Experience

Fort Huachuca Survey, Sierra Vista, AZ - Mr. Riley, RLS, supervised the field survey to verify existing control and set site control points for the Project. Services included topographic survey, utility and improvement location survey, boring location survey, office computations of field survey files, AutoCAD Civil 3D deliverables

Kino Sports Complex Expansion, Tucson, AZ - Mr. Riley is currently the registered land surveying project manager for Pima County Kino South Sports Complex where irrigation, lighting, drainage and other landscape features are being staked by Darling Geomatics prior to construction.



January 8th Memorial, Tucson, AZ - Mr. Riley, is the registered land surveying manager Pima County for the Congresswoman Gabrielle Giffords January 8th Memorial. The scope of services includes construction staking for landscaping features including irrigation, drainage, water harvesting, lighting, curbs and more.

La Cholla Blvd Expansion, Tucson, AZ - Mr. Riley is currently the registered land surveying project manager for construction staking to widen to four lanes, construct a landscaped median, turn lanes and traffic signals, one-way frontage road for residential access, bicycle lanes, multi-use paths and ADA facilities. drainage improvements, wildlife crossings and retaining walls.

Coachline Road Reconstruction, Tucson, AZ - Mr. Riley, RLS, managed the surveying for road reconstruction and repaving and ADA improvements.

ROW Survey for Winslow Levy, Winslow, AZ - Mr. Riley, RLS, managed boundary and topographic survey of approximately 5.3 miles of the Winslow Levy for the Army Corp of Engineers and Navajo County.



Charlie Warren
3D Scanning Division Manager

Mr. Warren has over 12 years of diversified 3D scanning (LiDAR) and survey technician experience on transportation, drainage, construction, infrastructure, power, airport, hospital, mining and other projects across the United States. He has utilized various Leica 3D laser scanners and Trimble GPS equipment since 2007. Mr. Warren's experience includes 3D scanning project management, utility training and 3D scanning field work, mine safety training and 3D scanning field work, construction & industrial site 3D scanning, confined space training and 3D scanning, 3D modeling including Revit, topographic surveying and more.

Professional Experience

- Scanning Project Manager, Darling Geomatics, 2007 to Present
- Chief Technology Officer, Darling Geomatics, 2016 to Present

Qualifications

- 3D Scanning / 3D Project Management
- 3D Modeling – 2D and 3D AutoCAD, Leica Cyclone, Verity, Polyworks, Solid Works, Navisworks, Revit and Leica TruView software

Education

Continuing Education in LiDAR/3D Software
Sheridan College, Toronto, CA – Animation Major
Principia College, Illinois – BA, Studio Art

Recent Relevant Project Experience

City of Tucson Road/RTA Widening Project – Broadway Blvd – Mr. Warren used survey grade LiDAR to scan 3 miles of Broadway Blvd. in Tucson, Arizona to provide existing conditions to design engineers.

City of Farmington Animus Hydro Station. New Mexico Historical Documentation – Mr. Warren used survey grade LiDAR to scan and model a power station built in early 1900's for historical documentation.

University of Arizona Old Main, Bear Down, North End Zone, Steward Laboratory - Mr. Warren used survey grade LiDAR to scan and 3D model the interior and exterior of U of A buildings to provide as-built data to engineers, architects, facilities managers and construction teams.

Tucson International Airport – Terminal B Renovations - Mr. Warren managed the use of LiDAR to assist with renovations of Terminal B at TIA. This project included setting survey control for 3D scanning and coordinating with the prime construction company.

TEP Tucson, AZ Power Plant Facility Piping As-Built – Mr Warren used survey grade LiDAR to collect pipe as-built data for engineers to use for facility upgrade planning.

APS Four Corners Power Plant. New Mexico Turbine Replacement – Mr Warren used survey grade LiDAR to collect and model site twice to give engineers accurate "cold" and "hot" submillimeter as-built data in preparation for the turbine replacement.



WILLIAM O'BRIEN

Principal Engineer

billo@ngeneng.com

Education	B.S., Civil Engineering, Washington State University (1978) M.S., Irrigation, American University of Beirut, Lebanon (1983)
Registrations	Registered Civil Engineer, California, #42711, Arizona #61604 Registered Agricultural Engineer, State of California #491 Certified Floodplain Manager, CFM #26317 Qualified Stormwater Pollution Prevention Plan Developer, QSD #22286 Qualified Industrial Storm Water Practitioner (QISP)
Professional Affiliations	American Society of Civil Engineers (ASCE), Member. Association of Water Agencies of Ventura County, Past Member Association of State Floodplain Managers, Member Arizona Floodplain Managers Association, Member Toastmasters International – Past Ojai Club Board member Director Ojai Valley Sanitary District (Elected Dec. 2010 to Dec. 2014) Chair Watershed Committee, Ojai Valley Green Coalition. 2010-2015 Ventura River Watershed Council, member, 2006 to 2015

Experience

Bill started NextGen Engineering in 2012 after 28-years of experience in water resources and related civil infrastructure projects, technical writing, training, and project management. He started the Tucson, Arizona office in January 2016. He has experience with creek restoration, enhanced groundwater recharge including recharge of treated wastewater, design and construction inspection of embankments and hydraulic structures, water quality monitoring, arid zone hydrology, and flood plain management (including FEMA map changes), scour, drainage projects, water resource monitoring networks, water rights, stormwater and other water quality investigations, water budgets, and design of water supply and irrigation projects.

Bill is experienced in river and groundwater basin Watermaster services, watershed planning, site selection for water supply projects, CEQA (California Environmental Quality Act) and National Environmental Policy Act (NEPA) documentation.

Bill's international experience includes 8 years in Sultanate of Oman advising the Ministry of Water Resources. He also worked with NGOs as a Field Trainer for short term (2-week) capacity building training programs in Ethiopia (2010, 2012) and Central Asia (2013, 2015). The training focused on sanitation latrine design, sand filters, and water well maintenance and pump repair.

His professional experience includes work in California, Arizona, Mexico, East Africa, Central Asia, and the Middle East.

NextGen Tucson, AZ

Jan. 2016 to date

Three Canyons Domestic Water Improvement District (TCDWID). Evaluate wells, pipes, and tank system that was constructed in 2007, then not used for 10 years. Provided alternatives with design and costs. Develop specifications and part of construction management team with TCDWID staff. Teamed with Degan Construction, Local Contractors. ADEQ permits (In progress)

Patagonia, AZ Water System Improvements Design and Construction. Prepared design drawings for a Federal Grant water system upgrade and extension of service. Coordinate standards,

877 S. Alvernon Way, Suite 200B, Tucson, Arizona 85711 (520) 561-6467
Mail: , 5142 E. Holmes St, Tucson, Az 85711 www.NGenEng.com

Engineering for the Next Generation

specifications and schedule for construction with SEAGO and Town. Design completed Oct. 2017. Construction completed March 2018 with all ADEQ Approvals.

Burton Wash, Tucson Az. Revised culvert and road crossing creek design. Hydrology estimates using PC HYDRO and USGS Regression Equations. Obtained Pima County permit approval. Oct. 2017. Construction inspections and project substantially completed in January 2018.

Patagonia, Az Sidewalk at McKeown Ave Design Completed topographic survey and design drawings for street and sidewalk improvement. Design completed April 2017

Patagonia, Az Sonoita Creek Watershed Management Plan Phase 1, Town obtained grant and NextGen preparing initial watershed planning document to show current projects, stakeholders and goals for the watershed. Final report May 12, 2017.

FE Examination Prep course, Tucson, Az Worked with Refugee Resource Center, Tucson, to establish an Adult Education training course to prepare for the first state engineering exam.

Water Supply Pipeline Replacement-Lake Havasu City, Az.- Reviewed and stamped Degan Construction design, stamped as-builts, and made site inspections. Construction completed in February 2017, As-builts completed. ADEQ approved.

NextGen Ojai, CA**May 2012 to date**

Floodplain Analysis and LOMA Stockton Road, Moorpark CA. Prepared HEC-RAS and FEMA LOMA application. FEMA approved January 2018.

Floodplain and CLOMR for Labata Gravel Mine, LA County Prepared HEC-RAS model and floodplain impacts exhibits for development of a gravel mine. (APPROVED by FEMA).

Gravel Mine Hydrology and Drainage near Simi Valley, CA Prepared hydrology report for SMARA and County requirements. Used City of Sim Valley hydrology. (in-process).

Ojai Commercial site drainage and stormwater plan with SWPCP. Completed grading and drainage plan with rain garden detention (for stormwater quality treatment), and permit documents. Construction Completed 2017

Gravel Mine Geomorphology near Fillmore CA . Analyzed hydraulic and geomorphology impacts of skim mining to reduce flooding of Sespe Creek on Fillmore and Hwy 126. Created split flow model to show impacts of mining on flows. Wrote Adaptive Management Report to monitor the impacts of mining on the creek flow pattern. (in-process)

Turtle Conservancy (Ojai Valley) Floodplain LOMR. This site was in a Zone A area so a detailed floodplain model showed much narrower floodplain and floodway. Complex HEC-RAS model with lateral weirs and confluence floodplain. FEMA LOMR completed Jan 2017

Agricultural Pond near Ojai, CA- design review and finalization of 6 ac agricultural pond, coordination geotechnical and permit team, developed bid package and specs, made construction, inspections and signed off project and as-Builts. Construction completed in 2016.

Hawks & Associates, Ventura CA**2007-2012****Kennedy Jenks Consultants , Ventura CA****2005-2007****Science Applications International, Santa Barbara, CA****1999-2005****Ministry of Water Resources / Cansult Limited Muscat, Oman****1991-1999****Bookman – Edmonston Engineers, Glendale, CA****1984-1991****American University of Beirut, Faculty of Agriculture: Graduate Assistant****1981-1983****U.S. Department of Agriculture, Pullman, Washington: Engineering Assistant****1978-1980**

IAN WAN

Planning and Project Management

ianw@ngeneng.com

Education	B.Sc., Latin American Studies, University of Arizona (2006) M.Sc., Planning, University of Arizona (2017)
Certifications	Certificate in Collaborative Governance, University of Arizona (2017)
Professional	AICP Candidate Pilot Program
Volunteer	City of Tucson Planning Commission, Ward 1 Appointee Tucson Residents for Responsive Government (TRRG)
Affiliations	American Planning Association (APA)

EXPERIENCE

Ian Wan is responsible for analyzing data to identify community problems, issues, and opportunities to support public and private interests and achieve community goals. He interprets and applies local, county, state ordinances and regulations to enhance project design and foster orderly community development.

Mr. Wan has managed various development applications including rezoning, site plans, subdivision plats, flood plain use permits, and variances. Ian applies his computer application skills to conduct analysis and create visual aids for neighborhood meetings, reports, and development applications. Mr. Wan has worked on projects in several jurisdictions in Southern Arizona including: The City of Tucson, Marana, Oro Valley, Pima County, and Santa Cruz County.

Mr. Wan is a graduate of the University of Arizona with a Master of Science in Planning: Environmental Planning and GeoDesign. He also received a Certificate in Collaborative Governance from the University of Arizona School of Government and Public Policy. Ian collaborates with the design team, clients, and regulatory agencies to meet overall project objectives.

Recently, Ian was the recipient of the Master of Science in Planning Best Colleague Award, the Master of Science in Planning Community Service Award, the Friends of Planning Project Excellence Award for Team Project (2nd Place), and a 2017 National American Planning Association Scholarship. Ian has been accepted into the AICP Candidate Pilot Program, recently served on the 2019 National APA Award Jury, and currently serves on the City of Tucson Planning Commission and TRRG Board.

RELEVANT PROJECTS

- ✦ **RANCHO VERDAD**; Marana, AZ. Private Client. Mr. Wan was the Project Planner for this 1,950-acres planned community in Marana, Arizona. Ian contributed to the preparation of a

Master Plan and low impact design concept for the future development of a balanced, integrated community of over 5,000 homes, commercial retail, employment, and extensive open space.

- ✦ **TUCSON NORTHWEST STORAGE;** Catalina, AZ. Private Client. Mr. Wan was the Project Planner for this recreational vehicle storage facility. The project included rezoning and site development plan. Both applications were approved. The work included site layout, and engineering design for drainage, grading and paving.
- ✦ **SAGUARO RESERVE;** Marana, AZ. Private Client. Mr. Wan was the Project Planner for this planned residential development. The residential concept plan considers land use options for office, medical and senior care uses. Ian is responsible for environmental analysis, contributing to site design, and establishing a neighborhood participation plan to facilitate public input and managing the project through the review and approval process.
- ✦ **FENSTER RANCH SCHOOL;** Pima County, AZ. Private Client. Mr. Wan was the Project Planner for this planned residential development. Ian prepared a Phase 1 Concept Plan report outlining potential zoning options for roughly 140-acres and conducted environmental analysis on Sabino Creek.
- ✦ **BURTON WASH CROSSING;** Pima County, AZ. Private Client. Mr. Wan was the Project Planner for the residential culvert crossing. The work included site layout, and engineering design for drainage, grading and paving. Successful approval of Floodplain Use Permit.
- ✦ **SOLDIER WASH CROSSING;** Pima County, AZ. Private Client. Mr. Wan was the Project Planner for this planned residential bridge and barn analysis. Project included the analysis of soldier wash, analysis and implications of the barn and bridge within the floodplain, and Hydrology Report with project details.
- ✦ **HALO DRIVE;** Pima County, AZ. Private Client. Mr. Wan was the Project Manager for this residential 1-acre home siting. The project included survey, site layout, water and septic design, and Floodplain Use Permit.
- ✦ **FAIRVIEW DRAINAGE;** City of Tucson, AZ. Private Client. Mr. Wan was Project Manager for this commercial Drainage Plan Maintenance Report. The project included site visits, analysis, and mitigation.
- ✦ **MARANA MARKETPLACE;** Pima County, AZ. Private Client. Mr. Wan was the Project Planner for this commercial subdivision. The project included survey, site layout, and final plat approval.
- ✦ **POTTER RANCH;** Pima County, AZ. Private Client. Mr. Wan was the Project Manager for this planned residential subdivision. The project included the legal subdividing of 9, 10-acre ranchettes. The work included site layout, water quality testing and analysis (ADWR and ADEQ), and final plat approval.
- ✦ **RAIL X RANCH ESTATES;** Patagonia, AZ. Private Client. Mr. Wan was the Project Planner for this 1,350-acre 25 lots residential subdivision. Work included zoning and housing market analysis. A Geographic Information Systems (GIS) geodatabase was created to support data storage, analysis, and visual geographic representation.
- ✦ **BABACOMARI RANCH;** Sonoita, AZ. Private Client. Mr. Wan was Project Planner for this 18,000-acre private land trust. The project included environmental analysis, infrastructure analysis, and housing market analysis. A Geographic Information Systems (GIS) geodatabase was created to support data storage, analysis, and visual geographic representation.

SARA HARDERS

Assistant Engineer and GIS Analyst

sarah@ngeneng.com

Education	B.Sc., Biosystems Engineering, University of Arizona (2017) M.Sc., Biosystems Engineering, University of Arizona (2019)
Professional	Alpha Epsilon Honor Society – University of Arizona, Active Member
Affiliations	American Society of Agricultural and Biological Engineers (ASABE) - Student Member

Experience

Sara graduated with her bachelors in Biosystems Engineering and is currently finishing her Accelerated Masters in the same field of study. Her current research is in utilizing unmanned aerial vehicles (UAV) for remote sensing of cotton crops in arid lands with the United States Department of Agriculture Arid Land Agricultural Research Center (USDA ALARC). Her research will establish UAV multispectral calibration standards and contribute to the growing body of knowledge of UAV efficacy in predicting agricultural crop vitality. While an undergraduate, Sara was the team lead on a project for semi-autonomous medjool date pollination which won the Best Overall Design award for improvement of crop yields by over 900 percent. Sara was nominated the Outstanding Senior for the Department of Agriculture and Biosystems Engineering in 2017.

Sara is experienced in geographic information systems (GIS) using ESRI and QGIS software. She has worked with remote sensing software such as Pix4D and ENVI, in addition to ArcHydro tools for hydrological and hydraulic modelling. She has worked on multidisciplinary teams on a variety of different projects which include ecohydrological studies for the Critical Zone Observatory (CZO), geophysical surveys of abandoned Tucson-area mines, and soil and water quality analysis of the Biosphere 2 rainforest biome. Sara has extensive field experience in UAV remote sensing, transient electromagnetic and gravity surveying, and water quality assessment.

Her professional experience includes work in Arizona, New Mexico, and in the Biosphere 2 in a variety of different controlled environment biomes.

NextGen Engineering Tucson, AZ

Dec. 2017 to date

Three Canyons Domestic Water Improvement District (TCDWID). Maintain a geodatabase for the project which includes shapefiles for the project design and layers retrieved from governmental agencies. Evaluate wells, pipes, and tank system that was constructed in 2007, then not used for 10 years. Provided alternatives with design and verified georeferencing accuracy. (In progress)

Patagonia, AZ Landfill Monitoring. Landfill capacity assessment using ArcGIS for daily accumulation calculations and operational length.

United States Department of Agriculture (USDA), Maricopa, AZ

Water Management and Conservation Research Unit

May 2016 to date

Crop Model Simulations. Cropping system simulation models and data processing using Pix4D, ENVI, and ArcGIS. Establishing calibration standards to radiospectrometer data. Comparison of hand-sampled data with UAV multispectral data.

UAV Research Unit Establishment. Assisted in the development of the Maricopa ALARC UAV research unit.

Maricopa Agricultural Center, Maricopa, AZ

2016-2018

Crop Model Simulations. Cropping system simulation models and data processing using Pix4D, ENVI, and ArcGIS. Comparison of hand-sampled data with unmanned aerial vehicle multispectral data.

High Throughput Phenotyping National Science Foundation (NSF) Workshop Assisted with workshop planning and development. Led presentations on the uses of UAVs for agriculture and plant phenotyping, calibration in Px4D, and statistical analysis using GIS.

Catalina-Jemez Critical Zone Observatory, Tucson, AZ

2015-2017

Ecohydrology of Subalpine Forests – Analysis and concatenation of soil and atmospheric data. Using Matlab to analyze understory greenness from multispectral images. Field sampling and camera maintenance. Plant matter spectrometer isotope analysis.

Biosphere 2, Oracle, AZ

2014-2015

Soil sampling and texture analysis of the rainforest biome. Plant matter and rainwater sampling for analysis. Carbon and nitrogen analysis of plant matter.

Publications & Awards

College of Engineering Outstanding Senior, ABE Department nominee. September, 2017.

Best Overall Design. Semi-autonomous Pollination Drone. University of Arizona Senior Design Day. May, 2017.

Thorp, K., Thompson, A., Harders, S., Ward, R. 2018. High-Throughput Phenotyping of Crop Water Use Efficiency via Multispectral Drone Imagery and a Daily Soil Water Balance Model. Remote Sensing, 10, 1682. Doi:10.3390/rs10111682

Chon, E., Gabriel, M., Harders, S., Hou, X., Layton, R., Okbay, M., Roth, K., Rzechula, L., Sternberg, B., Tuten, T., Weber, A. 2016. Geophysical Surveys near Old Yuma Mine, Tucson Mountains, Arizona. Laboratory for Advanced Subsurface Imaging (LASI). University of Arizona.

Harders, Sara. 2016. Ecohydrological controls on understory greenness dynamics in subalpine mixed conifer ecosystems: a five-year study. Poster. Critical Zone Observatory.

Computer Proficiency:

- Microsoft (MS) Office Suite, HEC-HMS, ArcGIS including ArcHydro tools, QGIS, Google Earth, Matlab, R, Pix4D, ENVI, SolidWorks, AutoCAD

Bryce Kirkpatrick

Assistant Engineer

brycek@ngeneng.com

Education B.Sc., Biosystems Engineering, University of Arizona (2017)
 M.Sc., Biosystems Engineering, University of Arizona (2018)

Professional Alpha Epsilon Honor Society – University of Arizona, Active Member

Experience

Bryce obtained his bachelor's in the spring of 2017 in Biosystems Engineering and completed his accelerated master's in the same field of study in August of 2018. Bryce's graduate research at the University of Arizona's and Pima County's Water & Energy Sustainable Technology (WEST) Center dealt with microbiology; more specifically, the relation of antimicrobial coatings and the coating's transfer efficiency to human fingerpads. During his research, Bryce worked extensively in environmental microbiology, especially as it relates to water quality. This experience included performing water quality assessments such as Colilert® assays to evaluate for fecal coliform and E. coli, analysis of biosolids for pathogenic parasites, and performing investigative analysis of liquids using heterotrophic plating. Bryce was nominated as the Outstanding Senior of the Year for the Agricultural and Biosystems Engineering Department in the UA College of Engineering for the Spring Semester of 2017.

Bryce has experience with hydraulic modeling in relation to EPAnet software. Furthermore, he has taken courses detailing hydrologic model basics, hydraulic modeling, irrigation modeling, fluid dynamics, municipal wastewater treatment, onsite wastewater treatment design, and technical writing. Additionally, Bryce has written technical reports for site inspections, worked on a team designing a potable water delivery system, managed construction activities, created construction estimates from plans, and researched and composed a report on stormwater pollution remediation. Bryce is also a registered Engineer in Training (EIT).

NextGen Engineering Tucson, AZ

Sep. 2018 to date

Three Canyons Domestic Water Improvement District (TCDWID). Worked with a team to design water delivery system in EPAnet. Oversaw construction activities and assisted in the management of the sub-contractors performing construction activities. Performed weekly site inspections and composed inspection reports for client. Created operation and maintenance manual for water delivery system, storage, and water source treatment to be included in the ADEQ paperwork for Approval of Construction (AOC).

Valex Industrial General Permit Report. Composed a comprehensive technical report evaluating an industrial site's stormwater pollutant discharge violations, probable reasons for pollution exceedances, and suggestions for remediation techniques to bring the site back into compliance.

Pacific Heritage Parklands Housing Project. Performed extensive review of site plans. Composed a comprehensive spreadsheet detailing calculations for construction quantity estimates.

Patagonia, AZ Wastewater Treatment Plant Review (ongoing). Reviewing the Town of Patagonia Wastewater treatment plant to evaluate failed/failing components, consulting with operators for training needs, and providing a prioritized list along with pricing for tasks. This evaluation is to be included in a technical report and presented at a town hall meeting.

University of Arizona Water & Energy Sustainability Technology Center 2017-2018

Colilert Analysis of Wastewater and other Water Samples. Performed Colilert® assays on multiple incoming water samples throughout the duration spent at lab.

Analysis of Tres Rios Wastewater Treatment Plant Biosolids. Worked in a team to do a weekly analysis of biosolids from Tres Rios treatment plant to isolate and identify *Ascaris lumbricoides*.

Analysis of Environmental Microbes in Hotels. Led a ~3000 (petri) plate project to analyze microbial compositions of different products offered in hotel rooms.

Disinfectant Efficacy Studies. Led and participated in team studies testing the efficacy of disinfectants on assortment of microbes.

Transfer Efficiency Studies. Led experiments observing how well non-pathogenic surrogate organisms transfer to the human fingerpad from non-porous surfaces.

Certifications/Awards

Engineer in Training (EIT) as certified by the Arizona Board of Technical Registration.

Biohazard safety level II certified (RLSS at the UA).

College of Engineering Outstanding Senior, ABE Department nominee. Spring Semester, 2017.

Computer Proficiency:

Microsoft (MS) Office Suite, EPAnet 2.0, Google Earth, Matlab, R, SAS, AutoDesk, Python, JavaScript, VBA, NRCS Web Soil Survey

Garrett Erickson

Assistant Engineer / Hydrogeologist



Education B.S., Hydro-Geology, Northern Arizona University, Flagstaff, AZ. (2015)

Experience Self-motivated independent professional with experience and skills tailored towards project coordination and technical analysis of a plethora of hydrologic and hydrogeologic settings. History of reliable remote work meeting deadlines and adapting to requirements of projects as they arise. Focused on creative problem-solving and efficient solutions.

Expertise Microsoft Office- Word, Excel and PowerPoint
Adobe- Acrobat, Illustrator, Photoshop
Ventura County Rational Method Hydraulic Modeling (VCRat 2.64)
HEC-RAS 1D Modeling
Geologic and Drainage Mapping
Orienteering

Employment

May 2016 – Present **Assistant Engineer, NextGen Engineering, Ventura, CA**

- Recording lithologic drilling log and drilling site activities on twelve-hour shifts
- Conducting fluvial geomorphology research and developing adaptive management planning for aggregate mining within a municipality floodplain
- Directing alluvial fan analyses to understand active and inactive drainage areas
- Carrying out large scale drainage studies and writing corresponding technical reports
- Stormwater management planning including rational method runoff computational analysis to size structures
- Local and federal level permitting experience including FEMA and Caltrans
- Inspections, reporting, and instruction of worksite stormwater BMP's
- Aiding in Stormwater Pollution Prevention Plan drafting
- Communicating with potential clients and acquiring contracts

Sept 2014 – April 2015 **Primary Investigator in Hydrogeologic Research, NAU, Flagstaff AZ**

- Experience writing grant proposals and acquiring funding
- Gathering field data using in-channel pressure transducers, Parshall flume, and observation well sounding
- Determining mathematical relationship between surface and ground water
- Presenting results in various professional formats

Bill Cowie

Professional Civil Engineer #11294

bcowie@comcast.net

Education B.Sc., Civil Engineering, University of Texas

EXPERIENCE

Mr. Cowie has over 36 years of professional experience in the civil engineering / planning professions for both private and public sectors. Bill's experience extends from subdivision and infrastructure design through commercial and industrial site development projects. He has completed infrastructure projects for local, state and federal governmental agencies. Mr. Cowie's planning experience ranges from small intricate commercial / residential sites to large master planned communities including the design and installation of pathway, sidewalk and trail improvements.

In the civil engineering private sector, his experience extends from land acquisitions through build out for residential, commercial and industrial projects. Renown for solving "difficult" site issues, while ensuring the highest and best use of property. Over the past three decades, Mr. Cowie accomplished several annexations in the Tucson, Phoenix and Las Vegas areas; with successful outcomes in every rezoning case he has presented at public hearings. He has benefited clients repeatedly via feasibility studies, utilizing the master/subdivision/development plan process for grading, paving, water, and sewer plans. Most projects incorporated requirements from outside regulatory agencies such as the Corps of Engineers, Environmental Protection Agency, Arizona State Museum, US Fish and Wildlife, Arizona Game and Fish, and the State of Nevada. Some projects involved Improvement Districts, others, Community Facility Districts. Contracts included cost estimating, special specifications, construction contract preparation, contract negotiations, and construction management/inspection.

In the civil engineering public sector, Mr. Cowie's experience ranges from projects with small municipalities, such as a strip annexation for Peoria, Arizona, to those for the US Government, pioneering the design build concepts for over 3000 multi-family/single family homes scattered throughout the United States for the Corps of Engineers, US Air Force, and US Navy. Some other projects include public schools, local and regional parks, wash improvements, highway and street plans, sanitary sewer master/distribution plans, civic plazas and amphitheatres, streetscapes, and water master/distribution plans.

Planning experience ranges from small intricate commercial/residential sites to large master planned communities (5600 acres with over 13,000 homes and amenities). The significant aspects include neighborhood meetings, public presentations, and presentations to neighborhood groups, public workshops, and governing bodies (Corps of Engineers, USFW, Planning/Zoning Commissions, Mayor/Council, and Board of Supervisors).

RELEVANT PROJECTS

Whetstone Ranch, Benson, Arizona.

Two subdivisions with over 500 single family residences within the 17,000 acre Whetstone Ranch located in Benson, AZ. Coordination among the master developer, City of Benson,

Southern Pacific Railroad, The Corps of Engineers, and other consultants were of utmost importance in order to secure all approvals, including planning, tentative map, hydrology study, final plat, and all improvement plans.

Sinclair 320, Tucson, Arizona.

A specific plan of 320 acres located in Tucson, Arizona . It was the largest parcel of remaining infill in Tucson located north of Interstate 10, south of 36th Street and its east/west boundaries were Kino Expressway and Park Avenue. Respectively, the project included the planning of over 100 acres of commercial abutting 1-10, purchased by Eastborne Properties, a 60 acre technical park owned by the University of Arizona, and the balance single family residential owned by KB Home and Lennar Homes. Coordination with above companies, along with the City of Tucson, neighbors and Pima County Flood Control District was critical for successful feasibility portion of this project.

Amber Waves, Casa Grande, Arizona.

A 187 acre planned area development located in Casa Grande, AZ. This project became possible because of the west side interceptor (see Post Ranch). The planned area development was primarily single family housing, with 2 commercial corners of 10 acres and 5 acres. Traffic study, planning, hydrology report, preliminary landscape plan, and tentative plat were all process and approved by the City of Casa Grande.

3 Wash Projects, City of Tucson, Arizona.

Acacia Wash and Airport Wash: Design and construction of bank protection, scour analysis, hydrology, and hydraulics.

Arcadia Wash: Design and construction of box culverts, traffic control plan, bank protection, scour analysis, hydrology, and hydraulics.

Bella Vista Ranches; Sierra Vista, AZ. A 2000 acre master plan for mixed use including multi-family dwellings, single family homes, an office park, retail center, school site(s) , and a trail/open space system. Annexed a portion from Cochise County into The City of Sierra Vista, followed up with 160 acres of rezoning, including a development agreement. One of the significant aspects of the development agreement included a revenue cost sharing for a four lane divided arterial highway over a wash, rated in excess of 5000 cfs for the 100 year event.

Wal-Mart (Foothills Mall); Tucson, AZ. Development Plan for this project had many critical issues, among those were, a 404 permit, the realignment of a major wash, formation of an Improvement District (La Challa Blvd), and coordination with opposing neighbors to reach an amenable solution due to the 240,000 square foot structure, known as a "big box". This project was under construction within nine months, and all site work was completed within budget and on time.

City of Boulder City, NV. Two master plans, one a 350 acre single family residential plan with an emphasis on open space, and a 1000 acre master plan of mixed use, from single family residential to light industrial, located adjacent to the Boulder City Airport, with two golf courses, which required underpasses for traffic control. Boulder City is unique, in that they own the property, not the State, the US Govt., nor private citizens, and through the process of master planning the City sells off particular parcels to the highest bidder. This process a tremendous amount of public participation. Public work shops were held weekly for over six months, with interspersed Planning/Zoning Commission and Mayor/Council public hearings.

Fred S. Poncé

CAD Designer/Drafter

32 Years' Experience

Registration/Certification *Doppler Radar Operator*

I am capable of preparing civil engineering plans and cost estimates for minor street widening's, traffic signal systems, signing, striping and various traffic engineering exhibits and studies. My experience includes data compilation and analysis used in traffic and speed zone studies, preparation of traffic impact analyses, and preparing exhibits and drawings resulting from traffic investigations. I am experienced at using AutoCAD, AutoCAD Civil 3d, MicroStation, and Traffix software packages. As well as other office computer programs.

Relevant Project Experience:

2013-Present: Contract/Part time positions
AllianceJB
NextGen Engineering
City of Ojai
Ventura River Water District
Interwest Consulting Group
Self Employed/Home Office
1986-2011 Willdan

Waterline System Improvements, Town of Patagonia, Arizona. CAD Drafter/Designer responsible for the preparation of waterline system improvements. Including, replace 6 valves, add 2 new valves and replace undersized water mains. Install 6 fire hydrant/valve assemblies. Replace existing old 2-inch lines with new 6-inch lines. Install five new fire hydrants with valves. Replace one existing fire hydrant.

McKeowin Avenue Sidewalk Improvements, Town of Patagonia, Arizona. CAD Drafter/Designer responsible for the preparation of concrete sidewalk improvements. On the southeasterly side of the street install a new 525 ft. (approx.) sidewalk that will help define the east side shopping area of McKeown Ave.

Waterline Supply System Improvements, Three Canyons Domestic Water Improvement District (TCDWID). CAD Drafter/Designer responsible for the preparation of waterline system improvements. restore and operate a water supply system near the town of Patagonia, Arizona in Santa Cruz County. The water system includes gravity fed delivery from the an existing 80,000-gallon storage tank to the Tier 1 and Tier 2 parcels in the Phase 1 development area

Traffic Signing and Striping Design, City of Goleta, California. CAD Drafter/Designer. Responsible for the design and preparation of, signing and striping plans, and engineer's estimate. Locations include Hollister Avenue and Calle Real.

Ventura County Stormwater Management Committee, Ojai California.

Represent the City of Ojai at monthly Stormwater Committee meetings. Monitor and sample stormwater runoff. Inspect Public Works yard for compliance with the City's Industrial General Permit. Inspect restaurants and industrial sites throughout the City for compliance with the City's MS4 permit. Respond to and resolve illicit connection/discharge reports.

Public Works Inspector, Ojai California.

Responsible for inspecting various Public Works construction and utility repair project. Includes: Water line repairs, Sewer line repairs, Edison pole replacements, Paving projects, concrete improvements associated with paving projects. Also includes coordination with contractors and sub-contractors.

VRWD Grading Plan CAD Designer/Drafter, Ventura River Water District, Ojai California. Designer/Drafter responsible for preparing a county grading plan for a road to a new water well location.

VRWD Master Atlas CAD Designer/Drafter, Ventura River County Water District, Ojai California. Designer/Drafter responsible for updating the District's Master Water Atlas. Including facility locations and district boundary.

Fred S. Poncé
Continued

Stormwater Pollution Control/Prevention Plan (SWPCP), (SWPPP), CAD Designer/Drafter, NextGen Engineering, Ojai, California. Designer/Drafter responsible for working with the Qualified SWPPP Developer (QSD) to prepare plans which include BMP's for stormwater control and prevention.

Stormwater CAD Designer/Drafter, NextGen Engineering, Ojai, California. Responsible for all ACAD drawings generated by NextGen and all incoming CAD files from other consultants. Plans include plan and profile, cross section and details sheets for the construction of stormwater improvements. Includes working with other engineers to complete construction drawings.

City Engineer Support, City of Ojai, California. CAD Designer/Drafter responsible for preparing exhibits for various uses. Which include: Pedestrian/Bicycle Safety Federal Grant Applications, Caltrans Encroachment Permits, minor construction projects and traffic related investigations.

Traffic Signal Plan Design/Modification, Interwest Consulting Grp., California. Traffic Technician responsible for design/drafting of new traffic signal plans and modification of existing traffic signals.

Traffic Control Plan Review, Interwest Consulting Grp., California. Traffic Technician responsible for reviewing and marking up traffic control plans submitted for approval.

1986-2011 Willdan

On-Call Traffic Engineering Studies, County of Fresno, California. Designer responsible for providing traffic engineering study services on an on-call basis to the County of Fresno including traffic/transportation studies and traffic engineering reports for resident inquiries.

Orange Line Extension, Los Angeles County Metropolitan Transportation Authority, Los Angeles, California. Traffic Designer. Provided quality assurance and quality control (QA/QC) by reviewing design plans.

Safe Routes to School, City of Ridgecrest, California. Designer responsible for professional engineering design services for the Safe Routes to School Grant project. The project involved the design of traffic signals, speed awareness signs, flashing beacons, and street improvements including sidewalks and ADA compliant access ramps.

Alta Vista Improvements, City of Placentia, California. Designer responsible for assisting with the preparation of signing and striping plans for the Alta Vista project between Angelina Drive and Kraemer Avenue. The project included re-striping the roadway for the addition of parking on the north side of the street and 5-foot type II bike lanes within the suggested route to school path.

Traffic Signal Installations, City of Tehachapi, California. Designer responsible for the preparation of plans, specifications and Engineer's estimate for street widening, sidewalk, curb and gutter, traffic signals, signing and striping plans. Locations include Valley Boulevard at Mountain View Avenue/Aspen Drive, Tehachapi Boulevard at Mountain View Avenue, and Valley Boulevard at Snyder Avenue.

Traffic Signal Installations, City of Bakersfield, California. Designer. Responsible for the preparation of plans, specifications and engineer's estimate for street widening, sidewalk, curb and gutter, traffic signals, signing and striping plans. The locations include Stine Road at McCutchen Road/Hosking Avenue and Calloway Drive at Norris Road.

Traffic Signal Modifications, City of Fillmore, California. Designer. Responsible for the preparation of plans, specifications and Engineer's estimate for retaining wall, sidewalk, traffic signal modifications, pavement delineation, signing, and interconnect plans. These projects included coordination with the Civil Design group for street improvements and Caltrans for work in their right of way. Locations include SR126 at Central Avenue, SR126 at Mountain View Street, and SR 23 at River Street.

PRINTED ON LINEMARK PAPER. HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0007202
Office AU # 11-24
12108

CASHIER'S CHECK

0720201278

Remitter: SMITHCO ENTERPRISES INC
Operator I.D.: u498204 idho0185

December 16, 2019

PAY TO THE ORDER OF ***PIMA COUNTY***

One hundred twenty-nine thousand nine hundred eighty-six dollars and 60 cents **\$129,986.60**

Payee Address: A R S N34-201-A 3
WELLS FARGO BANK, N.A.
10588 N ORACLE RD
ORO VALLEY, AZ 85737
FOR INQUIRIES CALL (480) 394-3122

[Signature]
AUTHORIZED SIGNATURE

[Signature]
AUTHORIZED SIGNATURE

VOID IF OVER US \$ 129,986.60

Security Features Included. Details on Back.

ENTITY INFORMATION

Search Date and Time: 12/17/2019 4:21:36 PM

Entity Details**Entity Name:**
SMITHCO ENTERPRISES, INC.**Entity ID:**
02427607**Entity Type:**
Domestic For-Profit (Business) Corporation**Entity Status:**
Active**Formation Date:**
6/10/1992**Reason for Status:**
In Good Standing**Approval Date:**
6/10/1992**Status Date:**
6/10/1992**Original Incorporation Date:**
6/10/1992**Life Period:**
Perpetual**Business Type:**
Mining, Quarrying, and Oil and Gas Extraction**Last Annual Report Filed:**
2019**Domicile State:**
Arizona**Annual Report Due Date:**Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)
5/10/2020

Years Due:

Original Publish Date:

7/2/1992

Statutory Agent Information

Name:

SCOTT K OBERG

Appointed Status:

Active

Attention:

Address:

ONSAGER WERNER & OBERG P.L.C. 3200 N CENTRAL AVE SUITE 1800 , PHOENIX, AZ 85012, USA

Agent Last Updated:

4/30/2019

E-mail:

Attention:

Mailing Address:

County:

Maricopa

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Director	BRYANT R SMITH		PO BOX 770, WINKELMAN, AZ, 85192, Gila County, USA	1/1/2017	4/30/2019
Shareholder	BRYANT R SMITH		NOT REQUIRED, NOT REQUIRED, XXXX	12/31/9999	5/9/2018
President	BRYANT R SMITH		PO BOX 770, WINKLEMAN, AZ, 85192, Gila County, USA	1/1/2017	4/30/2019

Privacy Policy (<http://azcc.gov/privacy-policy>) | <http://azcc.gov/corporations/corporation-contacts>

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Secretary	JUDY E SMITH		PO BOX 770, WINKELMAN, AZ, 85192, Gila County, USA	11/14/2007	4/30/2019
Treasurer	JUDY E SMITH		PO BOX 770, WINKELMAN, AZ, 85192, Gila County, USA	11/14/2007	4/30/2019

Page 1 of 1, records 1 to 5 of 5

Address 

Attention:

Address: 3200 N CENTRAL AVE STE 1800, PHOENIX, AZ, 85012, USA

County: Maricopa

Last Updated: 4/30/2019

Entity Principal Office Address

Attention:

Address:

County:

Last Updated:

[Back](#)

[Return to Search](#)

[Return to Results](#)

[Document History](#)

[Name/Restructuring History](#)

[Pending Documents](#)

[Microfilm History](#)

[Privacy Policy \(http://azcc.gov/privacy-policy\)](http://azcc.gov/privacy-policy) | [Contact Us \(http://azcc.gov/corporations/corporation-contacts\)](http://azcc.gov/corporations/corporation-contacts)

 State Agencies (<https://az.gov/agency-directory>)

 State Services (<https://az.gov/directory/service/all>)

 Visit OpenBooks (<https://openbooks.az.gov>)

 Ombudsman-Citizens Aide (<http://www.azoca.gov>)

 AZ.Gov (<https://az.gov/search/>)



(<https://az.gov>)

DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3 (<https://www.azleg.gov/viewdocument/?docName=http://www.azleg.gov/ars/32/01104.htm>). Please read our Standard Terms of Use at roc.az.gov/terms (/terms)

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

**DETAILS FOR
SMITHCO ENTERPRISES INC
LICENSE NUMBER ROC 094362**

TUESDAY DECEMBER 17, 2019 03:12:54 PM

CONTRACTOR

LICENSE

NAME / ADDRESS / PHONE

CLASS & DESCRIPTION

Smithco Enterprises Inc

General Commercial A-5 Excavating Grading and Oil Surfacing

PO Box 770 Star Rte Box 3991

Winkelman, AZ 85192-0022

Phone: (520) 575-8408

ENTITY TYPE

Corporation

STATUS / ACTION

ISSUED / RENEWAL

Active

First Issued: 1992-08-07

Renewed Through: 2020-07-31

QUALIFYING PARTY & PERSONNEL

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name: Bryant Ray Smith

Name: Judy Ecklund Smith

Position: Member, Qualifying

Position: Officer

Party

COMPLAINT INFORMATION

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-My AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

CLOSED CASES

0
Open Cases |**0**
Disciplined Cases |**0**
Resolved / Settled Cases |**BOND INFORMATION**

How to collect from a license bond (<https://roc.az.gov/recovery-fund?targetclass=answer-question-collect#question-collect>)

Bond Type: **SURETY**Bond
Number: **13353C**Effective
Date: **1992-08-07**Bond
Company: **DEVELOPERS
INSURANCE
COMPANY**Amount: **\$ 0.00**Paid: **\$ 0.00**Available: **\$ 5000.00**Status: **ACTIVE**

[View assistance for SAM.gov](#)



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

[Log In](#)

[Login.gov FAQs](#)

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 01/11/2020 from 8:00 AM to 1:00 PM

Search Results

Current Search Terms: SMITHCO ENTERPRISES INC*

Total records:0

[Save PDF](#) [Export Results](#) [Print](#)

Result Page:

Sort by: [Relevance](#) Order by: [Descending](#)

Your search for SMITHCO ENTERPRISES INC* returned the following results...

No records found.

Result Page:

[Save PDF](#) [Export Results](#) [Print](#)



IBM-P-20191213-1127
WWW7

- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
- [Privacy Policy](#)
- [FAPUS.gov](#)
- [GSA.gov/LAE](#)
- [GSA.gov](#)
- [USA.gov](#)

This is a U.S. General Services Administration (Federal Government) computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



Occupational Safety and Health Administration

Menu

- OSHA ▾
- STANDARDS ▾
- TOPICS ▾
- HELP AND RESOURCES ▾
- Contact Us
- FAQ
- A to Z Index
- English
- Español

Establishment Search

Reflects inspection data through 12/12/2019

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

Note: Please read important information below regarding interpreting search results before using.

Search By:

Your search did not return any results.

Establishment

smithco enterprises

(This box can also be used to search for a State Activity Number for the following states: NC, SC, KY, IN, OR and WA)

State

All States

Fed & State

OSHA Office

All Offices

Site Zip Code

Case Status

All Closed Open

Violation Status

All With Violations Without Violations

Inspection Date

Start Date

December

17

2014

End Date

December

17

2019

Submit

Reset

Can't find it?

[Wildcard use %](#)

[Basic Establishment Search Instructions](#)

[Advanced Search Syntax](#)

NOTE TO USERS

state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.

UNITED STATES DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
☎ 800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

[White House](#)
[Severe Storm and Flood Recovery Assistance](#)
[Disaster Recovery Assistance](#)
[DisasterAssistance.gov](#)
[USA.gov](#)
[No Fear Act Data](#)
[U.S. Office of Special Counsel](#)

OCCUPATIONAL SAFETY AND HEALTH

[Frequently Asked Questions](#)
[A - Z Index](#)
[Freedom of Information Act](#)
[Read the OSHA Newsletter](#)
[Subscribe to the OSHA Newsletter](#)
[OSHA Publications](#)
[Office of Inspector General](#)

ABOUT THE SITE

[Freedom of Information Act](#)
[Privacy & Security Statement](#)
[Disclaimers](#)
[Important Website Notices](#)
[Plug-Ins Used by DOL](#)
[Accessibility Statement](#)