

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
6:00 PM - TUESDAY, July 7, 2015**

Members of the El Mirage City Council will attend either in person or by telephone conference call. Please silence all electronic communication devices (including cell phones and pagers) before the meeting is called to order. Thank you.

Note: The Common Council of the City of El Mirage, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. Section 38.431.03 including legal advice from the City Attorney.

Agenda

I. ROLL CALL

Mayor Lana Mook
Councilmember Roy Delgado
Councilmember Jack Palladino
Councilmember David Shapera

Vice Mayor Joe Ramirez
Councilmember Bob Jones
Councilmember Lynn Selby

II. CALL TO ORDER

Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

III. PROCLAMATION

P1. Proclamation to support Drowning Impact Awareness Month, August, 2015 (Fire)

IV. PRESENTATION

PR1. Presentation by Arizona SciTech Festival, who has partnered with the City of El Mirage, for the next Public Safety/Youth Day Special Event to promote science and technology. (Administration)

V. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

VI. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action approving the minutes of the Regular Council Meeting held Tuesday, June 16, 2015. (City Clerk)

VII. REGULAR AGENDA

- A. Consideration and action to re-appoint Frank Carnal and Justin McCarty and appoint Martin Crosby to fill the three vacant Planning & Zoning Commission seats for two year terms ending June 30, 2017. (Council)
- B. Consideration and action to authorize the purchase of 57 handheld and 6 mobile radios, and related accessories under State Contract #ADSP013-036880 at a total price not to exceed \$380,000. (Police Department)
- C. Consideration and action to approve Ordinance O15-07-06 adopting the City's property tax levies for Fiscal Year 2015-2016. The primary Property Tax Levy is \$1,654,937 and the Secondary Property Tax Levy is \$2,030,000. The total levies for FY 2015-2016 are \$3,684,937. The total estimated combined property tax rate is \$3.8440. (Finance)
- D. Consideration and action to give signature authority to the City Manager to enter into a professional services contract with Hayden Building Corporation to provide design assistance for the new City Hall (Project No. EM15-F01) in an amount not to exceed \$56,411.00. (Development & Community Services)
- E. Consideration and action to give signature authority to the City Manager to enter into a construction contract with Sunland Asphalt to reconstruct El Mirage Road from Gateway Park to Cactus Road in the total amount of, including 10% contingency, not to exceed \$7,003,414.00. (Development & Community Services)

VIII. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not discuss or act upon any matter in the City Manager's summary unless the specific matter is properly noticed for legal action.

IX. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

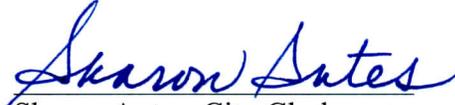
The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

X. ADJOURNMENT

Accommodations for Individuals with Disabilities - Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 12145 NW Grand Avenue, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

AFFIDAVIT OF POSTING – CITY COUNCIL MEETING OF JULY 7, 2015

I hereby certify that this agenda was posted by 5:00 p.m. on July 2, 2015 at the following locations: 1) City of El Mirage Exterior Bulletin Board, 12145 N.W. Grand Avenue and 2) the City of El Mirage website at www.cityofelmirage.org.


Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 06/01/2015	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Proclamation	SUBJECT: Proclamation to support Drowning Impact Awareness Month, August, 2015.
DATE ACTION REQUESTED: 07/07/2015		
<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT <input type="checkbox"/> WORK STUDY <input type="checkbox"/> SPECIAL		

TO: Mayor and Council
FROM: Jim Wise, Fire Chief <i>JW</i>
RECOMMENDATION: N/A
PROPOSED MOTION: N/A
ATTACHMENTS: Proclamation

DISCUSSION: For the past 12 years, Phoenix Children’s Hospital has asked communities throughout Arizona to support August as Drowning Impact Awareness Month. Phoenix Children’s Hospital hopes to bring media attention to the issue of child drowning and the steps that can be taken to prevent them. This proclamation increases the awareness of watching children around water and promotes water safety as a whole. Proclamations will be on display at Phoenix Children’s Hospital during the month of August, 2015.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

Robert Nilles 6/30/15
Robert Nilles Date

Approved as to form:

Robert M. Hall 6/30/15
Robert M. Hall, City Attorney Date

City Manager:

Spencer A. Isom 6/30/15
Dr. Spencer A. Isom Date

*Office of the Mayor
City of El Mirage*

PROCLAMATION
DROWNING IMPACT AWARENESS MONTH
AUGUST, 2015

WHEREAS, Drowning Impact Awareness month will raise awareness that the number and impact of child drownings in Arizona affects everyone; and

WHEREAS, the drowning incidents in Arizona take the lives of the equivalent of a classroom of children each year; and

WHEREAS, a child drowning can happen to any family regardless of education, race, or socio-economic background; and

WHEREAS, families can take simple steps to protect their children around water to avoid the tragedy of the unnecessary loss of life; and

WHEREAS, water safety remains a priority for Arizona families, the City of El Mirage, and Water Watchers at Phoenix Children's Hospital; and

WHEREAS, keeping children healthy and safe is the goal of the El Mirage Fire Department, Water Watchers at Phoenix Children's Hospital, and other prevention institutions in Arizona; raising awareness will increase understanding and education of effective ways to prevent drownings.

NOW, THEREFORE, the City of El Mirage proclaims and recognizes August 1 through 31, 2015 as DROWNING IMPACT AWARENESS MONTH in the City of El Mirage.

IN WITNESS THEREOF, I, Mayor Lana Mook, have hereunto set my hand and cause the Seal of the City of El Mirage to be affixed this 7th day of July, 2015.

Lana Mook, Mayor

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: <u>06/22/2015</u></p> <p>DATE ACTION REQUESTED: <u>07/07/2015</u></p> <p><input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT</p>	<p>TYPE OF ACTION:</p> <p><input type="checkbox"/> RESOLUTION # _____</p> <p><input type="checkbox"/> ORDINANCE # _____</p> <p><input checked="" type="checkbox"/> OTHER: <u>Approval of Minutes</u></p>	<p>SUBJECT: Consideration and action to approve minutes of the Regular Council Meeting held Tuesday, June 16, 2015.</p>
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<p>TO: Mayor and Council</p>
<p>FROM: Sharon Antes, City Clerk <i>Sharon Antes</i></p>
<p>RECOMMENDATION: Approve minutes from the June 16, 2015 Regular Council meeting.</p>
<p>PROPOSED MOTION: I move to approve the minutes of the June 16, 2015 Council meeting as presented.</p>
<p>ATTACHMENTS: Draft Minutes</p>

DISCUSSION: Draft minutes are attached for Council's review and approval.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

Robert Nilles
Robert Nilles

6/30/15
Date

Approved as to Form:

Robert M. Hall 6/30/15
Robert M. Hall Date

City Manager:

Dr. Spencer A. Isom
Dr. Spencer A. Isom

6/30/15
Date

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
6:00 PM - TUESDAY, June 16, 2015**

Minutes

I. ROLL CALL

Present: Mayor Lana Mook, Vice Mayor Joe Ramirez, Councilmember Roy Delgado, Councilmember Bob Jones, Councilmember Jack Palladino, Councilmember David Shapera Excused: Councilmember Lynn Selby

II. CALL TO ORDER

Meeting was called to order by Mayor Mook at 6:00 pm
Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

III. PRESENTATION

- P1.** Presentation to Council of the 2015 El Mirage Explorers Post #2780 graduating class (Police Department)

Police Chief Steve Campbell introduced Officer Chris Culp who has spearheaded the Explorers Post program for the City of El Mirage. Officer Culp then outlined the process and training required to develop leadership skills and enable the young cadets to graduate. The El Mirage Explorers volunteer 30 hours a month at various City events. Officer Culp introduced each member of the the El Mirage graduating class; Cody Akin, Clayton Hague, Tyler Johnston, Xrtlaly Luna, Emily Beurgoyne, and Taylor Nelson. Michael Rodriguez was not able to attend this meeting to be recognized. Officer Culp thanked volunteer Johnny Huerta, Officer Stacy Manos, Officer Jason Vargas, Sgt. Phil Witte, and all the other officers who have provided assistance in the Explorers program. He also thanked the Mayor, Councilors, City Manager, Chief Steve Campbell and Assistant Police Chief Terry McDonald for their continued support. He mentioned that other agencies are considering developing a similar graduation exercise for their Explorer programs and are patterning their program after the graduation ceremony just conducted for the El Mirage and other neighboring Explorers.

Mayor Mook reported she and Councilor Jones attended the graduation and they were very impressed with the number of people in attendance. She thanked Officer Culp for the fine job he and his staff have done with this program.

Officer Culp reported Explorer Sgt. Emily Beurgoynes recently graduated with perfect attendance from the FBI leadership program, ALEEDS, conducted in Flagstaff. She has also volunteered at all City of El Mirage activities.

IV. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

Glendale resident Carlene Ouist acted as translator for the following two citizens:

El Mirage resident Celia Rodrigues stated she has two children and has lived in El Mirage for 10 years. She would like to see increased security for children walking to school. Two weeks before the end of the school, 25 moms got together to discuss the issues of safety for their children while they walk them to school. Drivers sail through the intersection with no regard for the children or crossing guard. The only time the traffic slows is when there is a police car with lights flashing.

El Mirage resident Celia Avila stated she has lived in El Mirage for 12 years and also walks her children to school. She asked Neighborhood Coalition leader Monica Dorsey what could be done about the safety issues at school crossings. On June 4th Chief Campbell and Officer Mike Vanorski met with the mothers to discuss these matters and the mothers were thankful and impressed with how the Chief and Officer Vanorski listened to their concerns.

They determined that at the intersection of El Mirage Road and Thunderbird Road a police vehicle would be posted between 7:45-8:00 AM and 2:45-3:00 PM when school was in session. The Police Department will also provide education to parents and children regarding obeying the laws. They were also concerned about safety in Gentry Park; police presence will patrol the park during evening hours. The Police Department will also inform parents of violent incidents in the area.

Mayor Mook asked where speeding issues occurred and was advised the intersection of Thunderbird and El Mirage Roads is the main area where crossing guards are ignored. The speeding issue is at the crossing south of the school.

Dr. Isom asked Chief Campbell to also report on the meeting with the citizens. Chief Campbell reported it is important for citizens to come forth with their issues and he discussed the speeding problem on El Mirage Road near the school. Police presence does make a difference but citizens also recognize the availability of resources and they are working together to provide more safety to children.

V. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action approving the minutes of the Regular Council Meeting held Tuesday, June 2, 2015. (City Clerk)
2. Consideration and action to authorize the City Manager to enter into budgeted goods and services contracts to allow Public Works to perform their duties. (Public Works)
3. Consideration and action to direct the Finance Director to make the necessary fund and budget transfers in FY 2014-2015 to close all funds not included in the adopted FY 2015-2016 budget. (Finance)
4. Consideration and action to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Revenue (ADOR) for the collection and administration of Transaction Privilege Tax (TPT – Sales Tax). (Finance)

Vice Mayor Ramirez moved to approve all items on the Consent Agenda as presented; seconded by Councilor Delgado. Motion carried unanimously (6/0).

VI. REGULAR AGENDA

- A. Consideration and action to hold a public hearing to permit any taxpayer to be heard in favor of or against any proposed expenditure or tax levy. (Finance)

Vice Mayor Ramirez moved to approve a public hearing to permit any taxpayer to be heard in favor of or against any proposed expenditure or tax levy; seconded by Councilor Delgado. Motion carried unanimously (6/0).

Mayor Mook opened the Public Hearing.

Finance Director Robert Nilles reported this is the end of the budget process. There are no changes from the Tentative Budget and the issue is open to the public.

There being no public comments, Mayor Mook closed the Public Hearing.

- B. Consideration and action to convene in a Special Meeting to finally determine and adopt estimates of proposed expenditures pursuant to A.R.S. §42-1710. Adoption of budget. (Finance)

Vice Mayor Ramirez moved to convene in a special Meeting to finally determine and adopt estimates of proposed expenditures pursuant to A.R.S. §41-1710. Adoption of budget; seconded by Councilor Delgado. Motion carried unanimously (6/0).

**SPECIAL MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
TUESDAY, JUNE 16, 2014**

ROLL CALL:

Present: Mayor Lana Mook, Vice Mayor Joe Ramirez, Councilmember Roy Delgado, Councilmember Bob Jones, Councilmember Jack Palladino, Councilmember David Shapera
Excused: Councilmember Lynn Selby

I. SPECIAL AGENDA

SP 1. Consideration and action to adopt Resolution R15-06-13 to finally determine and adopt estimates of proposed expenditures for FY 2015-16 including Compensation Plan changes. (Finance)

Finance Director Robert Nilles reported there are no changes to what has been presented previously.

Councilor Delgado asked about the secondary property tax rate increase from \$3.54 to \$3.84. Mr. Nilles stated the property tax rate increase is a state initiative but calculated by the county so rather than the drop in rate he anticipated, the rate increased because of the recent statute. Mayor Mook asked that it be made very clear in an upcoming newsletter that the City did not raise the secondary property tax rate.

Vice Mayor Ramirez moved to adopt Resolution R15-06-13 to finally determine and adopt estimates of proposed expenditures for FY 2015-16 including Compensation Plan changes; seconded by Councilor Delgado. Motion carried unanimously (6/0).

C. Consideration and action to close the Special Meeting and reconvene into Regular Session. (Finance)

Vice Mayor Ramirez moved to close the Special Meeting and reconvene into Regular Session; seconded by Councilor Delgado. Motion carried unanimously (6/0).

- D.** Consideration and action to approve the purchase of three (3) new patrol vehicles under Arizona State Contract #ADSP013-038802 that were approved in the FY 2015/16 budget. (Police Department)

Police Chief Campbell explained the staggered police vehicle replacement process used by the Police Department. The proposed Ford SUV vehicle has proven itself in the past so they will continue to purchase that model. Mayor Mook asked how many vehicles have been replaced thus far and was advised by Chief Campbell that seven have been replaced. She then asked how many more need replacing and was informed by Chief Campbell that approximately five more need replacing in the future. Councilor Delgado asked if all vehicles would be completely outfitted and Chief Campbell answered yes.

Vice Mayor Ramirez moved to approve the purchase of three (3) new patrol vehicles under Arizona State Contract #ADSP013-038802 that were approved in the FY 2015/16 budget; seconded by Councilor Delgado. Motion carried unanimously (6/0).

VII. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not discuss or act upon any matter in the City Manager's summary unless the specific matter is properly noticed for legal action.

1. Dr. Isom reported that according to the National Weather Service, the Phoenix area averages 110 days of temperatures above 100 degrees. He reported that in cooperation with MAG the City of El Mirage has two hydration stations noted on their heat relief maps which are located at the El Mirage Fire Station on El Mirage Road and the El Mirage Police Station on Cinnabar Avenue. Please visit www.azmag.gov for more information and to view interactive maps on heat relief.
2. El Mirage Police Officers have begun wearing the new body worn cameras as of last week. The camera purchase and program follows extensive research and policy development. At this time he asked Chief Campbell to provide an overview and demonstration.

Chief Campbell asked Officer Vargas to demonstrate the various different ways the cameras can be worn, such as on eyeglasses or on the uniform collar. Chief Campbell reported he worked with IT, City Prosecutors, County Prosecutors and El Mirage officers to develop a program and policies for use of the cameras citing transparency for officers, chain of command for data collected and confidentiality practices as key components of the policies.

Councilor Delgado commented he is proud the Council is giving tools to the Police Department to increase their efficiency which shows the Council is working together for the betterment of the community.

Vice Mayor Ramirez asked about the camera width angle. Chief Campbell reported the angle to be 130° which is greater than the human eye. The cameras also automatically adjust to lightness and darkness.

Dr. Isom commended the Council for this contribution to public safety. It has gone a long way to improve the quality of life in El Mirage. This is clearly transparency and protection for both police officers and El Mirage citizens.

3. Dr. Isom reported that Moody's Investors Service has affirmed the A1 rating for El Mirage's outstanding general bond obligations. Moody's press release announcing the rating said the "rating reflects the city's moderately-sized tax base that experienced solid increases in the last two years as well as a trend of healthy reserve levels. The ratings are a positive reflection of the city's location, strong funding reserves, sound financial management practices and policies, and low to moderate debt levels." Dr. Isom discussed the rating process and the focus of managing and protecting the \$6M reserve. The rating agencies were very interested in how personnel costs were forecasted and projected similar to capital items and were especially interested in how the City was managing the cost of public safety in relation to PSPRS.

Since Mr. Nilles serves on a League committee studying PSPRS for the future, he provided insight to the rating agencies on this matter. The agencies expressed interest in PSPRS regarding state changes. Mr. Nilles advised that the PSPRS program (public safety) is 59% funded while the ASRS program (other government employees) is 80% funded. The current PSPRS program is unsustainable if continued as is and there are discussions on possible new state legislation on this item.

Mr. Nilles further stated the rating agencies were very interested in the City's innovative planning tool of a 5-year plan, implemented in FY 2013/14, to determine salary costs and were also interested in the City's handling of the assured water supply.

VIII. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

Councilor Shapera stated he is pleased with the positive media news release regarding the scholarship presentation.

Councilor Delgado reported on the statistics regarding the Maricopa County Library Reading Program. El Mirage is 75,000 users ahead of last year at this time with kids at 650,000+ in their reading program; teens are at 390,000+ and adults are up 10450380,000+. The digital circulation at the El Mirage Library has increased by 91%.

Vice Mayor Ramirez stated he is proud to be getting an excellent credit rating. It is an honor to be rated as A1 and he is pleased when reading the criteria on which the city received the good rating.

IX. EXECUTIVE SESSION

- E.** Consideration and action to adjourn into executive session for discussion and consultation for legal advice with the City Attorney in accordance with A.R.S. § 38-432.03 A. 3. (Administration)

The Executive Session was cancelled.

X. ADJOURNMENT

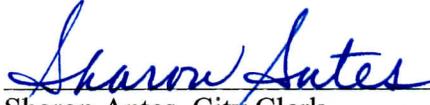
Meeting was adjourned at 7:09 PM.

Lana Mook, Mayor

ATTEST:

Sharon Antes, City Clerk

I hereby certify these minutes are a true and accurate record of the Regular and Special meetings of the El Mirage City Council on June 16, 2015 and a quorum was present.


Sharon Antes, City Clerk

OATH OF OFFICE

I, Frank Carnal, do solemnly swear that I will support the Constitution of the United States, the Constitution and Laws of the State of Arizona and the laws of the City of El Mirage. That I will bear true faith and allegiance to the same, and defend them against all enemies whatsoever, and that I will faithfully and impartially discharge the duties of Planning and Zoning Commissioner according to the best of my ability, so help me God.

Frank Carnal

Subscribed and sworn to before me this 7th day of July, 2015.

Sharon Antes
City Clerk
City of El Mirage

El Mirage Planning and Zoning Commissioner Term Expires June 2017

OATH OF OFFICE

I, Justin McCarty, do solemnly swear that I will support the Constitution of the United States, the Constitution and Laws of the State of Arizona and the laws of the City of El Mirage. That I will bear true faith and allegiance to the same, and defend them against all enemies whatsoever, and that I will faithfully and impartially discharge the duties of Planning and Zoning Commissioner according to the best of my ability, so help me God.

Justin McCarty

Subscribed and sworn to before me this 7th day of July, 2015.

Sharon Antes
City Clerk
City of El Mirage

El Mirage Planning and Zoning Commissioner Term Expires June 2017

OATH OF OFFICE

I, Martin Crosby, do solemnly swear that I will support the Constitution of the United States, the Constitution and Laws of the State of Arizona and the laws of the City of El Mirage. That I will bear true faith and allegiance to the same, and defend them against all enemies whatsoever, and that I will faithfully and impartially discharge the duties of Planning and Zoning Commissioner according to the best of my ability, so help me God.

Martin Crosby

Subscribed and sworn to before me this 7th day of July, 2015.

Sharon Antes
City Clerk
City of El Mirage

El Mirage Planning and Zoning Commissioner Term Expires June 2017

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: <u>06/24/2015</u></p> <p>DATE ACTION REQUESTED: <u>07/07/2015</u></p> <p><u>X</u> REGULAR ___ CONSENT</p>	<p>TYPE OF ACTION:</p> <p>___ RESOLUTION # _____</p> <p>___ ORDINANCE # _____</p> <p><u>X</u> OTHER: Purchase</p>	<p>SUBJECT: Consideration and action to authorize the purchase of 57 handheld and 6 mobile radios, and related accessories under State Contract #ADSP013-036880 at a total cost not to exceed \$380,000.</p>
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<p>TO: Mayor and Council</p>
<p>FROM: Steven W. Campbell, Chief of Police </p>
<p>RECOMMENDATION: Approval</p>
<p>PROPOSED MOTION: I move we authorize the expenditure with Motorola Solutions and FX Tactical in the amount not to exceed \$380,000.</p>
<p>ATTACHMENTS: Quote from Motorola Solutions, State Contract # ADSP013-036880, Quote from FX Tactical and Department Memo</p>

DISCUSSION: The Police Department's handheld and mobile radios are nearing the end of their life cycle and it is necessary to comply with the future radio system upgrades set forth by the Regional Wireless Cooperative; existing radios will be obsolete without the upgrades. The current request to purchase handheld and mobile radios was approved in the FY 2015-16 CIP budget.

FISCAL IMPACT: \$380,000

DEPARTMENT LINE ITEM ACCOUNT: 10-551-617

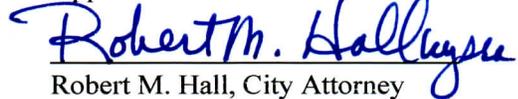
BALANCE IN LINE ITEM IF APPROVED: \$0

Finance Director:

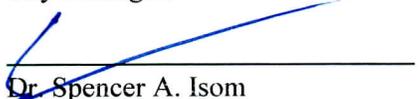

Robert Nilles

4/30/15
Date

Approved as to form:

 6/30/15
Robert M. Hall, City Attorney Date

City Manager:


Dr. Spencer A. Isom

6/30/15
Date



MEMORANDUM

TO: Steve Campbell, Chief of Police

FROM: Robert Peoples, Administrative Sergeant *RP*

SUBJECT: New Radio Purchase

DATE: June 24, 2015

The purpose of this memorandum is to request the purchase of new portable, mobile radios and accessories for our patrol officers and the patrol vehicles. These new radios will replace the older radios that are nearing the end of their life cycle and to comply with the future radio system upgrades.

I have spoken with Motorola Solutions, and received a quote of \$374,693.90 for the purchase of the requested radios. The radios that we have requested are the Motorola APX6000 and APX6500. These two radios will meet the necessary upgrades set forth by the Regional Wireless Cooperative. Motorola Solutions will also handle all the installations and training that may be necessary with the allocation of the new radios. The accessories will be purchased through FX Tactical, who provided a quote of \$2,525.68 to purchase the necessary accessories.

The purchase of these radios was incorporated into the police department's 2015/2016 budget. The radios will be purchased through Motorola Solutions, who was awarded a state contract, ADSP013-036880.

With the information provided above I would request that the purchase of these new radios be granted.

6-25-15

*THIS IS A BUDGETED PURCHASE FOR FY15-16 BUDGET.
APPROVED TO PURCHASE.*

*Steve Campbell
POLICE CHIEF*



MOTOROLA SOLUTIONS

2900 S. Diablo Way, Ste. 150

Tempe, AZ 85258

Prepared By: Doug Buxbaum

Phone: (602)955-8405

Fax: (602)955-1049

Motorola Account Manager: Carrie Hemmen (602) 319-2355

Updated: Jun. 24, 2015

Quote #: QU0000320873

Customer #: 1035897951

PREPARED FOR: Sgt. Robert Peoples	Bill To: El Mirage Police	Ship to: El Mirage Police Dept.
COMPANY: El Mirage Police Department	Address: 12401 W. Cinnabar	Address: 12401 W. Cinnabar
PHONE: (623) 500-3042	El Mirage, AZ 85335	El Mirage, AZ 85335
EMAIL: rpeoples@cityofelmirage.org		

Motorola APX6500 Single-Band 7/800 Mid-Power, Remote Mount Mobile Radios:			Cumulative:	\$ 6,956.00	\$ 5,262.50	\$ 31,575.00
Radio Config	6	M25URS9PW1AN APX6500 Digital Mobile Radio	\$ 2,194.00	\$ 1,645.50	\$ 9,873.00	
	6	G806BE ENH: ASTRO Digital CAI Operations APX	\$ 515.00	\$ 386.25	\$ 2,317.50	
	6	W22BA ADD: Palm Microphone	\$ 72.00	\$ 54.00	\$ 324.00	
	6	G442AJ ADD: APX O5 Control Head Software	\$ 432.00	\$ 324.00	\$ 1,944.00	
	6	G67BC ADD: Remote Mount Mid-Power	\$ 297.00	\$ 222.75	\$ 1,336.50	
	6	G398AU ENH: 3-Year Repair Service Advantage	\$ 182.00	\$ 182.00	\$ 1,092.00	
	6	G298AS ADD: Encryption P25 & MDC OTAR	\$ 740.00	\$ 555.00	\$ 3,330.00	
	6	G843AH ADD: AES Encryption	\$ 475.00	\$ 356.25	\$ 2,137.50	
	6	G444AF ADD: Control Head Software	\$ -	\$ -	\$ -	
	6	G335AW ADD: Antenna 1/4 wave 762-870mHz	\$ 14.00	\$ 10.50	\$ 63.00	
	6	B18CR ADD: Auxiliary Speaker 7.5Watt	\$ 60.00	\$ 45.00	\$ 270.00	
	6	G51AU ENH: SMARTZONE Operation APX	\$ 1,200.00	\$ 900.00	\$ 5,400.00	
	6	G361AH ADD: P25 Trunking Software	\$ 300.00	\$ 225.00	\$ 1,350.00	
	6	GA00580AA ADD: TDMA Operation	\$ 450.00	\$ 337.50	\$ 2,025.00	
	6	GA00268AA ADD: RFID Label	\$ 25.00	\$ 18.75	\$ 112.50	
Services	6	SVC03SVC0115D Radio Programming and RWC Activation Coordination	\$ 75.00	\$ 75.00	\$ 450.00	
	6	SVC03SVC0023D Police Dash Mount Radio Removal, Zone 1	\$ 190.00	\$ 190.00	\$ 1,140.00	
	6	SVC03SVC0013D Standard Mobile Install	\$ 700.00	\$ 700.00	\$ 4,200.00	

APX6500 Subtotal \$ 37,365.00

Motorola State Contract: ADSP013-036880.

Subtotal	\$ 343,668.75
Tax 9.3%	\$31,025.15
Shipping	n/a
QUOTE PAGE TOTAL	\$374,693.90

Thank you for your consideration of Motorola products and solutions!

THIS QUOTE IS BASED ON THE FOLLOWING:

- This quotation is provided to you for your information purposes only, and is not intended to be an offer or binding proposal. If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively--receive your purchase order which will be acknowledged.
- Quotes are exclusive of all installation and programming charges (unless expressly stated) and taxes are estimated.
- Purchaser will be responsible for shipping costs, which will be added to the invoice--unless stated otherwise.
- Prices quoted are valid for thirty (30) days from the date of the quote.
- Unless otherwise stated, payment will be due within thirty (30) days after invoice. Invoice will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



MOTOROLA SOLUTIONS

2900 S. Diablo Way, Ste. 150

Tempe, AZ 85258

Prepared By: **Doug Buxbaum**

Phone: (602)955-8405

Fax: (602)955-1049

Motorola Account Manager: **Carrie Hemmen (602) 319-2355**

Updated: Jun. 24, 2015

Quote #: **QU0000320873**

Customer #: **1035897951**

PREPARED FOR: Sgt. Robert Peoples	Bill To: El Mirage Police	Ship to: El Mirage Police Dept.
COMPANY: El Mirage Police Department	Address: 12401 W. Cinnabar	Address: 12401 W. Cinnabar
PHONE: (623) 500-3042	El Mirage, AZ 85335	El Mirage, AZ 85335
EMAIL: rpeoples@cityofelmirage.org		

Equipment Details and Pricing

Qty.	Model	Description	List Price	25% Disc. Price	Total Price	
Motorola APX6000 Single-Band Model 2.5 Portable Radios & Accessories:			Cumulative:	\$ 6,579.00	\$ 4,974.75	\$ 283,560.75
Radio Config	57 H98UCFPW6AN	APX6000 Digital Portable Radio Model 2.5	\$ 2,588.00	\$ 1,941.00	\$ 110,637.00	
	57 Q806BM	ADD: ASTRO Digital CAI Operations APX	\$ 515.00	\$ 386.25	\$ 22,016.25	
	57 Q498AY	ADD: Encryption P25 & MDC OTAR	\$ 740.00	\$ 555.00	\$ 31,635.00	
	57 Q629AK	ADD: AES Encryption	\$ 475.00	\$ 356.25	\$ 20,306.25	
	57 QA01833AH	ADD: Extreme I-Sided Noise Reduction	\$ 25.00	\$ 18.75	\$ 1,068.75	
	57 Q887AT	ENH: 4-Year Service from the Start Lite	\$ 162.00	\$ 162.00	\$ 9,234.00	
	57 H38BT	ADD: SMARTZONE Operation	\$ 1,200.00	\$ 900.00	\$ 51,300.00	
	57 Q361AR	ADD: P25 Trunking Software	\$ 300.00	\$ 225.00	\$ 12,825.00	
	57 QA00580AC	ADD: TDMA Operation	\$ 450.00	\$ 337.50	\$ 19,237.50	
	57 QA01837AA	ALT: Li-Ion IMPRES IP67 2900mAh Battery	\$ 100.00	\$ 75.00	\$ 4,275.00	
	57 H122BR	ALT: 1/4 Wave 7/800GPS Stubby Antenna	\$ 24.00	\$ 18.00	\$ 1,026.00	
Accessories	57 WPLN7080A	IMPRES Single Unit Charger APX7000/6000	\$ 125.00	\$ 93.75	\$ 5,343.75	
	57 NNTN7038B	Battery, IMPRES Standard IP67 Li-Ion 2150mAh 3100T	\$ 142.00	\$ 106.50	\$ 6,070.50	
	57 RLN4941A	Receive Only Earpiece w/Translucent Tube (for Remote Spkr Mic)	\$ 58.00	\$ 43.50	\$ 2,479.50	
	57 PMMN4062A	IMPRES Remote Speaker Mic, Noise-Cancelling	\$ 107.00	\$ 80.25	\$ 4,574.25	
Services	57 SVC03SVC0115D	Radio Programming and RWC Activation Coordination	\$ 75.00	\$ 75.00	\$ 4,275.00	
				APX6000 Subtotal	\$ 306,303.75	

FX TACTICAL

QUOTE

8948 W. CACTUS RD, PEORIA, AZ 85381

PHONE: 623-877-1257

JMEYER@FX-TACTICAL.COM

DATE: 06/03/15

TO:

ROBERT PEOPLES
 EL MIRAGE P.D.
RPEOPLES@CITYOFELMIRAGE.ORG
 623-500-3042

TERMS	EST DELIVERY	FOB	SHIP VIA	SALESPERSON	
NET 30	2 TO 3 WEEKS		UPS	JEREMIAH MEYER	
ITEM NO.	QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
22112	57.00	BIANCHI ACCUMOLD ELITE 7914S UNIVERSAL RADIO HOLDER W/ SWIVEL	EA	\$40.99	2,336.43

Tax rate: 8.1 %

Subtotal	2,336.43
Tax	189.25
Sub Total	2,525.68
Ship-Handling	\$0.00
Total	\$2,525.68



Master Blanket Purchase Order ADSP013-036880

Header Information

Purchase Order Number:	ADSP013-036880	Release Number:	0	Short Description:	Two-Way Radio
Status:	3PS - Sent	Purchaser:	Suzi Williams	Receipt Method:	Quantity
Fiscal Year:	2013	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	SPO - State Procurement Office	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	11/29/2012 02:23:51 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	0	Print Dest Detail:	If Different	Release Type:	Direct Release
Catalog ID:		Contact Instructions:	Suzi.Williams@azdoa.gov	Pcard Enabled:	No
Master Blanket/Contract End Date (Maximum):	11/28/2017 11:59:59 PM	Tax Rate:		Actual Cost:	\$0.00
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Attachments:	PO Terms & Conditions, Two-Way Radio RFP~1.pdf, Contract Admin folder -Two Way Radios~1.zip, Catalog and Pricing, Two-Way Radio Procurement file -motorola.zip, Catalog and Pricing~1.zip, Motorola Contract.pdf, Motorola Offer and Acceptance.pdf, FY2013 Accs Promo 04-29-13.pdf, ACCESSORYPROMOTIONALPRICING.pdf, ADSP013-036880 Motorola Contract Including Negotiated Change Log.pdf, Change Order 03 Summary ADSP013-036880 8.8.13~1.doc, Contract Pricing Including Volume Discounts Offered ADSP013-036880 8.8.13.pdf, Change Order Summary 4 - ADSP013-036880.pdf, Change Order Summary No.5 ADSP013-036880.doc, Motorola COI - expires 7-01-15.pdf, CHange Order Summary No 6 - Promotional Pricing.pdf, ADSP013-036680 Promotional Pricing 6-30-2014 to 9-12-2014.pdf, Change Order Summary 3 - Contract Renewal~5.pdf, Change Order Summary No 7 - Contract Renewal.pdf, COI Change Order Summary No. 9 ADSP013-036880 - COI Expires 7.1.2016.pdf,				

[Motorola COI - expires 7-01-16.pdf](#)

Primary Vendor Information & PO Terms

Vendor:	9000000006 - MOTOROLA SOLUTIONS, INC Michael Paz 2900 S. Diablo Way Suite 150 Tempe, AZ 85282 US Email: michael.paz@motorolasolutions.com Phone: (602)760-4484 FAX: (602)760-5160	Payment Terms:	Net 30	Shipping Method:	Best Way
		Shipping Terms:	F.O.B., Destination	Freight Terms:	Freight Prepaid

PO

Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to michael.paz@motorolasolutions.com at 12/06/2012 08:54:54 AM	12/06/2012 10:19:26 AM
Change Order 1	Emailed to michael.paz@motorolasolutions.com at 01/15/2013 09:04:00 AM	01/17/2013 06:51:25 PM
Change Order 2	Emailed to michael.paz@motorolasolutions.com at 01/23/2013 04:02:07 PM	02/04/2013 05:17:03 PM
Change Order 3	Emailed to michael.paz@motorolasolutions.com at 08/08/2013 08:29:20 PM	08/09/2013 10:07:18 AM
Change Order 4	Emailed to michael.paz@motorolasolutions.com at 10/02/2013 04:25:04 PM	10/02/2013 04:42:57 PM
Purchase Order	Emailed to michael.paz@motorolasolutions.com at 04/25/2014 08:27:20 AM	04/25/2014 09:49:46 AM
Purchase Order	Emailed to michael.paz@motorolasolutions.com at 06/26/2014 07:10:48 AM	06/26/2014 07:12:35 AM
Purchase Order	Emailed to michael.paz@motorolasolutions.com at 11/25/2014 07:33:41 AM	12/02/2014 11:12:06 AM
Purchase Order	Emailed to michael.paz@motorolasolutions.com at 06/23/2015 03:43:26 PM	06/23/2015 01:53:29 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000000006	13611158000	MOTOROLA SOLUTIONS, INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 11/29/2012 **Master Blanket/Contract End Date:** 11/28/2015
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$2,140,073.26	\$0.00

Item Information

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[1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#)

Print Sequence # 1.0, Item # 1: Group # 1 Analog & Digital Vehicular Mounted Mobile Radio Equipment - Bid is 3PS to represent 21.50% discount off of catalog pricing. Group specifications are referenced in the scope of work page 5 section 3. - Sent

NIGP Code: [726-88](#)
 Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

Bid # / Bid Item #: **ADSP013-00002133** / 1 Quote # / Quote Item #: **000014177-R2** / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 2.0, Item # 2: Group # 1 - Analog & Digital Vehicular Mounted Mobile Radio Equipment 3PS
 (Accessories & Options) Bid shall represent 21.50% off of catalog pricing for -
 Accessories & Options. Group specifications are referenced in the scope of Sent
 work page 5 section 3

NIGP Code: 726-88

Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

Bid # / Bid Item #: **ADSP013-00002133** / 2 Quote # / Quote Item #: **000014177-R2** / 2

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 3.0, Item # 3: Group # 1 - Analog & Digital Vehicular Mounted Mobile Radio Equipment 3PS
 (Repair Parts) Bid shall represent 21.50% off of catalog pricing for Repair -
 Parts. Group specifications are referenced in the scope of work page 5 section Sent
 3.

NIGP Code: 726-88

Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

Bid # / Bid Item #: **ADSP013-00002133** / 3 Quote # / Quote Item #: **000014177-R2** / 3

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 4.0, Item # 4: Group # 1 - Analog & Digital Vehicular Mounted Mobile Radio Equipment 3PS

(Extended Maintenance & Support) Bid shall represent a per YEAR charge -
for Extended Maintenance & Support . Group specifications are referenced in Sent
the scope of work page 5 section 3

NIGP Code: 726-88

Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

Bid # / Bid Item #: ADSP013-00002133 / 4 Quote # / Quote Item #: 000014177-R2 / 4

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$105.67	YR - Year	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 5.0, Item # 5: Group # 1 - Analog & Digital Vehicular Mounted Mobile Radio Equipment 3PS
(Labor for Repair) Bid shall represent a per HOUR price for all non warranty -
labor for repair and service.Group specifications are referenced in the scope of Sent
work page 5 section 3

NIGP Code: 726-88

Two-Way Radio, Portable, Including Vehicle Radio Relay Systems

Bid # / Bid Item #: ADSP013-00002133 / 6 Quote # / Quote Item #: 000014177-R2 / 6

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$66.88	HR - Hour	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

1-5 of 43

1 2 3 4 5 6 7 8 9

Exit

POLICE

Net Change from Previous Budget:

451,500	6%
---------	----

Significant Changes:

- Public Safety Retirement contributions increased \$240,000 from prior fiscal year.
- Overall software maintenance contract costs increased \$15,500 due mainly to new software contracts.
- Fuel costs decreased \$35,500 due to decrease in gas prices.
- Software purchases decreased \$18,000 as the software was purchased in FY2015.



Capital Items:

Capital Type:	Capital Outlay Description & Justification:	New/Repl.	Amount
Vehicles	REPLACEMENT VEHICLES Replace 3 marked vehicles due to age related deterioration and decreased value of repair.	R	\$150,000
Equipment	REPLACEMENT RADIOS Purchase 50 handheld and mobile radios, plus accessories at an estimated cost of \$7,600 each. This replacement is necessary as the radios are nearing the end of their life cycle and to comply with the future radio system upgrades anticipated to be completed by the end of FY 17/18.	R	\$380,000

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: 6/09/2015</p> <p>DATE ACTION REQUESTED: 7/07/2015</p> <p><input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT</p>	<p>TYPE OF ACTION:</p> <p><input type="checkbox"/> RESOLUTION # </p> <p><input checked="" type="checkbox"/> ORDINANCE # O15-07-06</p> <p><input type="checkbox"/> OTHER: </p>	<p>SUBJECT: Consideration and action to approve Ordinance O15-07-06 adopting the City's property tax levies for Fiscal Year 2015-2016. The Primary Property Tax Levy is \$1,654,937 and the Secondary Property Tax Levy is \$2,030,000. The total levies for FY 2015-2016 are \$3,684,937. The total estimated combined property tax rate is \$3.8440.</p>
--	--	---

TO: Mayor and Council
FROM: Robert Nilles – Finance Director
RECOMMENDATION: Approve
PROPOSED MOTION: I move to approve Ordinance No. O15-07-06 adopting the City's property tax levies for Fiscal Year 2015-2016.
ATTACHMENTS: Ordinance No. O15-07-06

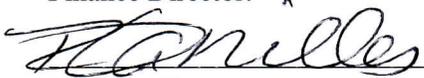
DISCUSSION: The Primary Property Tax Levy is \$1,654,937, which is used for Public Safety operating and maintenance expenses. The Secondary Property Tax Levy is \$2,030,000, which is used for voter approved bonded indebtedness principal and interest payments. The total levies for FY 2015-2016 are \$3,684,937. The total estimated combined property tax rate is \$3.8440.

FISCAL IMPACT: As noted

DEPARTMENT LINE ITEM ACCOUNT: N/A

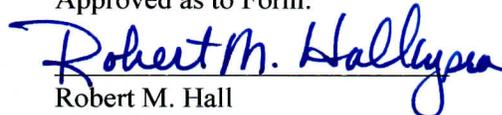
BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

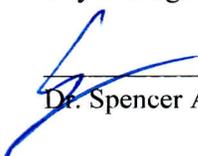

Robert Nilles

6/30/15
Date

Approved as to Form:

 6/30/15
Robert M. Hall Date

City Manager:


Dr. Spencer A. Isom

6/30/15
Date

ORDINANCE O15-07-06

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, MARICOPA COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF EL MIRAGE SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE, 2016.

WHEREAS, pursuant to A.R.S. §42-17151 et. seq., §42-17201 et. seq. and §42-17251 et. seq. the council is required, on or before the third Monday in August each year, to fix, levy and assess the amount to be raised from primary property taxation and secondary property taxation; and,

WHEREAS, the El Mirage City Council adopted the fiscal year 2015-2016 Final Budget on June 16th, 2015; and,

WHEREAS, the County of Maricopa is the assessing and collecting authority for the City of El Mirage, the City Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Maricopa County Board of Supervisors.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, AS FOLLOWS:

Section 1. Primary Taxation. There is hereby levied on each one hundred (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of El Mirage, except such property as may be by law exempt from taxation, a primary property tax levy not to exceed the maximum levy allowed by law for the fiscal year ending on the 30th day of June, 2016, and allowable tort liability claims. The total primary levy for Fiscal Year 2014-2015 is One Million Six Hundred Fifty Four Thousand Nine Hundred Thirty Seven Dollars (\$1,654,937.00).

Section 2. Secondary Taxation. In addition to the primary property tax levy established above, there is hereby levied on each one hundred dollars (\$100.00) of the assessed valuation of all property, both real and personal, within the corporate limits of the City of El Mirage, except such property as is exempt by law, a secondary property tax levy sufficient to raise the sum of Two Million Thirty Thousand Dollars (\$2,030,000.00) for the fiscal year ending on the 30th day of June, 2016, to be collected as provided by law for the purposes provided by law.

Section 3. No failure by the county officials of Maricopa County, Arizona, to properly return the delinquent list, and irregularity of any kind in the assessment or omission in the same, or irregularity of any kind in any proceedings shall invalidate such proceedings or invalidate any title conveyed by any tax deed; nor shall any failure of neglect of any officer(s) to timely perform any of the duties assigned to him/her or to them on the day or within the time specified invalidate any proceedings or any deed or sale pursuant thereto, or affect the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced, or in any manner affect the lien of the City of El Mirage upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de sure.

Section 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

PASSED, APPROVED, AND ADOPTED by the Mayor and Council of the City of El Mirage, Maricopa County, Arizona this 7th day of July 2015.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Robert Hall, City Attorney

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>06/17/2015</u> DATE ACTION REQUESTED: <u>07/07/2015</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Professional Services Contract	SUBJECT: Consideration and action to give signature authority to the City Manager to enter into a professional services agreement with Haydon Building Corp to provide design assistance for the new City Hall (Project No. EM15-F01) in an amount not to exceed \$56,441.
---	---	---

TO: Mayor and Council
FROM: Jorge Gastelum – Director of Development and Community Services / City Engineer <i>CH</i>
RECOMMENDATION: Authorize the City Manager to enter into a professional services agreement with Haydon Building Corp to provide design assistance for the new City Hall.
PROPOSED MOTION: I move we approve the Contract as presented in the amount of \$56,411.
ATTACHMENTS: Professional Services Contract, Scope and Fee proposal.

DISCUSSION: Haydon Building Corp was selected to design the new City Hall through Solicitation for Request for Qualifications in accordance with Arizona Revised Statutes Code 34 and the City of El Mirage Procurement Code.

FISCAL IMPACT: \$56,441.00

DEPARTMENT LINE ITEM ACCOUNT: 10-690-668

BALANCE IN LINE ITEM IF APPROVED: \$6,922,571.99

Finance Director:

Robert Nilles 6/30/15
 Robert Nilles Date

Approved as to form:

Robert M. Hall 6/30/15
 Robert M. Hall, City Attorney Date

City Manager:

Dr. Spencer A. Isom 6/30/15
 Dr. Spencer A. Isom Date

CITY OF EL MIRAGE – CITY HALL

**CONSTRUCTION MANAGER AT RISK
DESIGN PHASE SERVICES**

PROJECT NO. EM15-F01

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**CONSTRUCTION MANAGER AT RISK
DESIGN PHASE SERVICES
PROJECT NO. EM15-F01**

THIS CONTRACT is made and entered into on the 7th day of July, 2015, by and between City of El Mirage, hereinafter called the "CITY" and **Haydon Building Corporation** hereinafter called the "CONSTRUCTION MANAGER AT RISK" or "CM@Risk".

RECITALS

- A. The City engages the CM@Risk to perform design phase services for the project known and described as **City Hall**, Project No. EM15-F01 hereinafter called the "Project".
- B. To undertake the design of said Project, the City has entered into a contract with Architekton, Inc, hereinafter referred to as the "Design Professional."
- C. The CM@Risk has represented to the City the ability to provide design phase services and to construct the Project.
- D. Based on this representation, the City intends to enter into a contract with the CM@Risk for the design phase services identified in this contract. At the end of the design phase, at the City's sole discretion, the City may enter into a separate construction contract with the CM@Risk for construction phase services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@Risk as follows:

ARTICLE 1 – TERMS AND DEFINITIONS

Addenda - Written or graphic instruments issued prior to the submittal of the Guaranteed Maximum Price (GMP) Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

Agreement (Contract) – This written document signed by the City and CM@Risk covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

Alternate Systems Evaluations – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order - A written instrument issued after execution of the Contract Documents signed by the City and CM@Risk, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Amount, the extent of the adjustment to the Contract Time, or modifications of other contract terms.

City (Owner or OWNER) - The City of El Mirage, a municipal corporation, with whom CM@Risk has entered into this Contract and for whom the services is to be provided pursuant to said Contract.

Construction Documents - The plans, specifications, and drawings prepared by the Design Professional and issued as approved for construction meaning the documents are sealed by the Design Professional, signed and acceptable for permitting.

Construction Fee – The CM@Risk’s administrative costs, home office overhead, and profit, whether at the CM@Risk’s principal or branch offices. This includes the administrative costs and home office costs and any limitations or exclusions that may be included in the General Conditions for the construction phase.

Construction Manager at Risk (CM@Risk or Contractor) - The person, firm, corporation, or other approved legal unit with whom the City has entered into this Contract to provide services as detailed in this Contract.

Contingency, CM@Risk (Contractor’s) - A fund to cover cost growth during the Project usually for costs that result from Project circumstances. The amount of the CM@Risk Contingency shall be negotiated as a separate line item in each GMP package. Use and management of the CM@Risk Contingency is described in Section 2.7.8.

Contingency, Owner’s – A fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City directed changes or site conditions. The amount of the Owner’s Contingency will be set solely by the City and shall be in addition to the Project costs included in the CM@Risk’s GMP packages. Use and management of the Owner’s Contingency is described in Section 2.7.9.

Contract Amount - The final approved budget for this Contract as identified in Article 4.

Contract Documents - This Contract, exhibits, attachments, the Notice to Proceed for design phase services, all Written Amendments and Change Orders to this Contract and any other documents so designated in this Contract.

Contract Time(s) - The number of days or the dates related to the construction phase that as stated in Construction Documents applies to achievement of final completion of the construction Work so that it is ready for final payment.

Cost Model – A breakdown of the scope of the Project that is initially developed by the CM@Risk during the preliminary design phase and based on information from the Project Team and the CM@Risk’s records of similar projects. The model will evolve as the design progresses and be maintained by the CM@Risk throughout the design phase and shall include any assumptions and clarifications made by the CM@Risk. The model shall support any cost estimates, Alternative Systems Evaluations and eventually any GMP Proposals, when required by the Project Team. The model shall comply with the specified requirements outlined in paragraph 2.5.

Contractor Payment Request - The form that is accepted by the City and used by the CM@Risk in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or the City.

Cost of the Work - The direct costs necessarily incurred by the CM@Risk in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees, materials testing and related items. The Cost of the Work shall not include the CM@Risk’s construction fee, general conditions fee, taxes, bond, or insurance costs.

Day - Calendar day(s) unless otherwise specifically noted in the Contract Documents.

Deliverables – The work products prepared by the CM@Risk in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by the CM@Risk during the design phase may include but are not limited to: Cost Model, Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log and others as indicated in this Contract or required by the Project Team.

Drawings (Plans) – Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the CM@Risk during the construction phase and which have been prepared or approved by the Design Professional and the City. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but “*not for construction*”. Shop Drawings are not Drawings as so defined.

Design Professional - The qualified, licensed person, firm or corporation who furnishes design services required under the Contract Documents.

General Conditions Costs – Includes, but is not limited to the following types of costs for the CM@Risk during the construction phase: payroll for Work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for management personnel resident and working on the site, workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), administrative office personnel, costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site, costs of liability insurance premiums not included in labor burdens for direct labor costs, costs of bond premiums, costs of consultants not in the direct employ of the CM@Risk or Subcontractors, fees for permits and licenses. Certain limitations and exclusions are described in the General Conditions for the construction phase.

Guaranteed Maximum Price (GMP) – The sum of the maximum Cost of the Work and the CM@Risk’s construction fee, general conditions fee, sales tax, bonds, insurance costs, and contingency (ies).

GMP Plans and Specifications – The three sets of plans and specifications provided pursuant to paragraph 2.7.3 upon which the Guaranteed Maximum Price Proposal is based.

Guaranteed Maximum Price (GMP) Proposal - The offer or proposal of the CM@Risk submitted on the prescribed form setting forth the GMP prices for the entire Work and/or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Contract.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Notice to Proceed - A written notice given by the City to the CM@Risk fixing the date on which the CM@Risk will start to perform the CM@Risk’s obligations under this Contract.

Project - The work to be completed in the execution of this Contract as described in the Recital above.

Project Team – Design phase services team consisting of the Design Professional, CM@Risk, and City of El Mirage representatives, representatives and other stakeholders who are responsible for making decisions regarding the Project.

Schedule of Values (SOV) – Document specified in the General Requirements for the construction phase Contract, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on if the Progress Schedule is cost-loaded or not.

Shop Drawings - All drawings, diagrams, schedules and other data specifically prepared for the Work by the CM@Risk or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site – The land or premises on which the Project is located.

Specifications - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. This project shall be constructed using the current Uniform Standard Specifications and Details for Public Works Construction as furnished by the Maricopa Association of Governments and as amended by the City of El Mirage.

Subcontractor - An individual or firm having a direct contract with the CM@Risk or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CM@Risk is responsible. Subcontractors shall be selected through the Subcontractor bid process described in paragraph 2.8 of this Contract.

Subconsultant - A person, firm or corporation having a contract with the CM@Risk to furnish services required as its independent professional associate or consultant with respect to the Project.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CM@Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

Total Float - Number of Days by which the design phase services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

Work - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

2.1.1 The CM@Risk, to further the interests of the City, shall perform the services required by, and in accordance with this Contract and as outlined in the attached Exhibit “A” to the satisfaction of the City Engineer, exercising the degree of care, skill and judgment a professional construction manager performing similar services in the Phoenix, Arizona metropolitan area would exercise at such time, under similar conditions. The CM@Risk shall, at all times, perform the required services consistent with sound and generally accepted engineering principals and construction management and construction contracting practices. The services being provided under this Contract shall not alter any real property owned by the City.

2.1.2 As a participating member of the Project Team, when requested by the City, the CM@Risk shall provide to the City and Design Professional a written evaluation of the City’s Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.

2.1.3 The CM@Risk shall attend Project Team meetings, which may include, but are not limited to, bi-weekly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews, public meetings and partnering sessions.

2.1.4 The CM@Risk shall provide design phase services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. The CM@Risk shall promptly notify the City in writing whenever the CM@Risk determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the Cost Model, cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

2.1.5 The CM@Risk when requested by the City, shall attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. The CM@Risk shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.

2.1.6 In providing any Design Phase Services under this Agreement, CM@Risk does not assume any responsibility for any design errors, omissions or inconsistencies, nor does CM@Risk assume any design responsibilities unless specifically called for in the scope of work. In providing Construction Services, CM@Risk shall be responsible for his errors, omissions or inconsistencies included in the Work.

2.2 CONTRACTOR LABOR REQUIREMENTS

The CONTRACTOR shall insure that all employees have a legal right to live and work in the United States. Upon request by the City of El Mirage, a copy of the Birth Certificate, Certificate of Naturalization, Immigration Card, or Special Entry Permit shall be provided to the City Engineer. In addition, employee compensation shall meet all applicable requirements of the Fair Labor Standards Act (FLSA) and Federal Minimum Wage Laws.

2.3 PROJECT SCHEDULE

2.3.1 The fundamental purpose of the Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CM@Risk shall, however, develop and maintain the Project Schedule on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Schedule shall be consistent with the most recent revised/updated CPM. The Project Schedule shall use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the City. The CM@Risk shall use scheduling software to develop the Project Schedule that is acceptable to the City. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule shall indicate milestone dates for the phases once determined. As part of construction phase, the CM@Risk shall be required to prepare a "resource loaded" schedule for all work, including work performed by subcontractors, detailing each of the project tasks and the required/ anticipated number of personnel per day for each task. The CM@Risk shall also indicate on the schedule his ability to meet said required/anticipated personnel demand.

2.3.2 The CM@Risk shall include and integrate in the Project Schedule the services and activities required of the City, Design Professional and CM@Risk including all construction phase activities based on the input received from the City and the Design Professional. The Project Schedule shall detail activities to the extent required to show: (a) the coordination between preliminary design and various design phase documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land, right-of-way, or easement acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by the City. The Project Schedule shall include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, Total Float for all activities, relationships between the activities, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Completion.

2.3.3 The Project Schedule shall be updated and maintained by the CM@Risk throughout the design phase such that it shall not require major changes at the start of the construction phase to incorporate the CM@Risk's plan for the performance of the construction phase Work. The CM@Risk shall provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the Project Team meetings. The CM@Risk shall include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

2.3.4 If phased construction is deemed appropriate and the City and Design Professional approve, the CM@Risk shall review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The CM@Risk shall take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

2.4.1 The CM@Risk shall evaluate periodically the availability of labor, materials/equipment, cost-sensitive aspects of the design; and other factors that may impact the Cost Model or cost estimate, GMP Proposals and/or the Project Schedule.

2.4.2 The CM@Risk shall recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the CM@Risk to construct the Project. These additional investigations, agreed to by the design team, shall be acquired by the City and copies of the reports will be provided to the CM@Risk. The CM@Risk will not be responsible for unknown or concealed sub-surface conditions. After completion of design phase services, the CM@Risk may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the site condition information and data made available with the Construction Documents.

2.4.3 The CM@Risk shall meet with the Project Team as required to review designs during their development. The CM@Risk shall familiarize itself with the evolving documents through the various design phases. The CM@Risk shall proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The CM@Risk shall furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. The CM@Risk shall recommend cost effective alternatives.

2.4.4 The CM@Risk shall routinely conduct constructability and biddability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews shall attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.

2.4.4.1 The CM@Risk shall evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable, (f) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues, and (g) the design maintains continued operation of the existing system and maintains traffic on adjacent roadways.

2.4.4.2 The CM@Risk shall check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.

2.4.4.3 The results of the reviews shall be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. The CM@Risk shall meet with the City and Design Professional to discuss any findings and review reports.

2.4.4.4 The CM@Risk's reviews shall be from a contractor's perspective, and though it shall serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications shall remain with the Design Professional and not the CM@Risk.

2.4.5 It is the CM@Risk's responsibility to assist the Design Professional in ascertaining that, in the CM@Risk's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, sound engineering principles rules and regulations. If the CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, sound engineering principles rules and regulations, it shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.

2.4.6 The Project Team shall routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the CM@Risk in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of the CM@Risk suggested alternatives into the Drawings and Specifications. The CM@Risk shall include the cost of the alternatives into the Cost Model or cost estimate and any GMP Proposals.

2.5 COST MODEL, COST ESTIMATES AND SCHEDULE OF VALUES

2.5.1 As soon as practical during the design phase, the CM@Risk will review all available information regarding the design and scope of the Project, the CM@Risk's experience in performing similar work, etc. and based upon that review shall develop a Cost Model for review and approval by the City. Once approved by the City, the Cost Model shall be continually updated and kept current as the design progresses throughout the design phase until a final GMP for the entire Project is established. The Cost Model shall be the best representation of the CM@Risk of what the complete functional Project's construction costs will be as indicated by the most current available documents. The CM@Risk shall communicate to the Project Team, any assumptions made in preparing the Cost Model. The Cost Model shall support the CM@Risk's construction cost estimates and may be broken down initially as dictated by the available information, as required by the City. The Cost Model shall also include allowances as agreed to by the Project Team, including but not limited: (a) a construction cost contingency based on an agreed upon percentage of the total estimated construction cost, (b) allowances for potential additional quantities and/or additional Work that the City may require, and (c) any costs related to investigations described in paragraph 2.4.2.

2.5.2 After receipt of the Design Professional's most current documents from certain specified design phase milestones, the CM@Risk shall provide a detailed written report to the Project Team regarding the impact of and changes to the Cost Model based on the CM@Risk's review of the design documents made available at the specified design phase milestone. The Design Professional and the CM@Risk will reconcile any disagreements on the estimate to arrive at an agreed upon estimate for the construction costs based on the scope of the Project through that specified design phase milestone. The design phase milestones applicable to this paragraph are: preliminary design completion, and detailed design completion at 30% cost model and 90%. If no consensus is reached, the City will make the final determination. If the Project Team requires additional updates of the Cost Model beyond that specified in this paragraph, the CM@Risk shall provide the requested information in a timely manner.

2.5.3 If at any point the estimate submitted to the City exceeds previously accepted estimates agreed to by the Project Team or other key aspects of the Cost Model or the City's Project Budget, the CM@Risk shall make appropriate recommendations to the City and Design Professional on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, (without altering the City's basic program) such that it is equal to or less than the established Project Team's target and/or the Project Budget.

2.5.4 Near completion of the 90% detailed design review and included with the associated report, the CM@Risk shall also submit to the City for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values shall be based on City standard bid schedule and highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values shall be directly related to the breakdowns reflected in the Project Schedule and the CM@Risk's Cost Model. In addition, the Schedule of Values shall: (a) detail unit prices and quantity take-offs, (b) detail all other allowances and unit price Work shown and specified in the detailed design documents

2.5.4.1 The CM@Risk is to track, estimate/price and address the Team overall project cost issues that arise outside of the Cost Model estimate such as: Owner generated changes, Design Team Proposed changes, Alternate system analysis, Constructability items and Value Engineering. The system used to implement this process will be referred to as the Design Evolution Log. This is to be addressed between the 30% Cost Model estimate and 90% estimate and between the 90% estimate and the bid packages for all Phases.

2.5.5 Upon request by the City, the CM@Risk shall submit to the City a cash flow projection for the Project based on the current updated/revised Project Schedule and the anticipated level of payments for the CM@Risk during the design and construction phases. In addition, if requested by the City and based on information provided by the City, the CM@Risk shall prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist the City in the financing process.

2.6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

2.6.1 The proposed GMP for the entire Work, and for each phase (if required) of the work, shall be presented in a format acceptable to the City. The City may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by the CM@Risk shall be based on and consistent with the current update/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

2.6.2 GMP Proposals for the entire Project shall be the sum of the maximum Cost of the Work, and include the CM@Risk's Construction Fee, General Conditions Fee, CM@Risk Contingency, and any allowances. The CM@Risk guarantees to complete the Project at or less than the final GMP Proposal amount plus approved Change Orders, and agrees that it shall be responsible for any increase in the actual cost of the Work above that amount.

2.6.3 The CM@Risk, in preparing the GMP Proposal, will obtain from the City, three sets of signed, sealed, and dated Drawings and Specifications for the phase (including all addenda). The CM@Risk shall prepare its GMP in accordance with the City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time. The CM@Risk shall mark the face of each document of each set upon which its proposed GMP is based. These documents shall be identified as the GMP Plans and Specifications. The CM@Risk shall send one set of those documents to the City's Project Manager, keep one set and return the third set to the Design Professional.

2.6.4 An updated/revised Project Schedule shall be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Schedule updates/revisions shall continue to comply with the requirements of paragraphs 2.3.1 through 2.3.4.

2.6.5 By mutual agreement of the CM@Risk and the City, a CM@Risk contingency fund amount within the GMP may be established.

2.6.6 GMP Proposal(s) Review and Approval

2.6.6.1 The CM@Risk shall meet with the City and Design Professional to review the GMP Proposal(s) and the written statement of its basis. In the event the City or Design Professional discovers inconsistencies or inaccuracies in the information presented, the CM@Risk shall make adjustments as necessary to the GMP Proposal.

2.6.6.2 The City upon receipt of any GMP proposal from the CM@Risk may submit the GMP Plans and Specifications to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposals.

2.6.6.3 If the CM@Risk GMP Proposal is greater than the independent third party or Design Professional's estimate, the City may require the CM@Risk to reconfirm its GMP Proposal. The CM@Risk shall then meet with the City, the Design Professional and if used, the independent third party to reconcile the project estimate.

2.6.6.4 If during the review and negotiation of GMP Proposals design changes are required, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the CM@Risk. The CM@Risk shall promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

2.6.7 CM@Risk Contingency shall be a separate line item in each GMP package submitted to the City as an amount to be negotiated by the City and the CM@Risk with input from the Design Professional. The CM@Risk Contingency shall be the last item in the GMP proposal table and shall have no markups applied at the time of submission of the GMP proposal. CM@Risk Contingency shall be used by the CM@Risk at the discretion of the City pursuant to the requirements indicated in the General Conditions of the construction phase contract.

2.6.8 Owner's Contingency will be used at the sole discretion of the City, if applicable. At the time that the CM@Risk submits its GMP proposal to the City for approval, the City may add an additional amount to the sum of the GMP proposals for approval by City Council to cover any increases in project costs that result from City directed changes. The total Project cost approved by City Council will be the sum of the CM@Risk's GMP proposals and the Owner's Contingency, if applicable.

2.6.8.1 Owner's Contingency may be included outside of the Contract Price agreed to with the CM@Risk. If the City decides to utilize some of its contingency funds, that amount will be added to the CM@Risk's Contract Price through the Change Order process described in the General Conditions for the construction phase contract.

2.7 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

2.7.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal. They are either qualifications-based selection or a combination of qualifications and price. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of the CM@Risk. In any case, the CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers.

2.7.2 The City may approve the selection of a Subcontractor(s) or Supplier(s) based only on their qualifications when the CM@Risk can demonstrate it is in the best interest of the Project.

2.7.2.1 Qualification based selection of a Subcontractor(s)/Supplier(s) should only occur prior to the submittal of the GMP Proposal.

2.7.2.2 The CM@Risk shall prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval. The CM@Risk shall apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation.

2.7.2.3 The CM@Risk must receive City approval of the selected Subcontractor(s)/Supplier(s).

2.7.2.4 The CM@Risk shall negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.

2.7.3 All Work shall be competitively bid unless a Subcontractor or Supplier was selected pursuant to paragraph 2.7.2 above. Competitive bids shall occur prior to the GMP Proposal(s).

2.7.3.1 The CM@Risk shall develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by the City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, the CM@Risk may request approval by the City to submit less than three names. Without prior written notice to the City, no change in the recommended Subcontractors/Suppliers shall be allowed.

2.7.3.2 If the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CM@Risk shall nominate a substitute Subcontractor/Supplier that is acceptable to the City.

2.7.3.3 The CM@Risk shall distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers.

2.7.3.4 If the CM@Risk desires to self-perform the certain portions of the Work, it shall request to be one of the approved Subcontractor bidders for those specific bid packages. The CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and the City concurs that in order to insure compliance with the Project Schedule and/or cost, the CM@Risk may self perform Work without bidding or re-bidding the Work.

2.7.3.5 The CM@Risk shall receive, open, record and evaluate the bids. The apparent low bidders shall be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids shall be done with the City Representative in attendance to observe and witness the process. The CM@Risk shall resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work, unless such event occurs prior to acceptance of the GMP Proposal for the Work.

2.7.4 The CM@Risk shall be required to prepare two different reports on the subcontracting process.

2.7.4.1 Within fifteen Days after each major Subcontractor/Supplier bid opening process; the CM@Risk shall prepare a report for the City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report shall detail (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each subagreement, (b) the sum of all recommended Subcontractor/Supplier bids received, (c) and trade work and its cost that the CM@Risk intends to self-perform, if any.

2.7.4.2 Upon completion of the Subcontractor/Supplier bidding process, the CM@Risk shall submit a summary report to the City of the entire Subcontractor/Supplier selection process. The report shall indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

2.7.5 The approved Subcontractors/Suppliers shall provide a Schedule of Values with their bid proposals, which shall be used to create the overall Project Schedule of Values.

2.7.6 If after receipt of sub-bids or after award of Subcontractors and Suppliers, the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CM@Risk shall nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by the City, the CM@Risk's proposed GMP for the Work or portion thereof shall be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

ARTICLE 3 – PERIOD OF SERVICES

3.1 The design phase services described in this Contract shall be performed by CM@Risk in accordance with the most current update/revised Project Schedule. Failure on the part of the CM@Risk to adhere to the Project Schedule requirements for activities for which it is responsible and in control will be deemed a material breach and sufficient grounds for termination of this Contract by the City.

3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the City, then said obligation shall be due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 5:00 p.m. (El Mirage time) on the day of performance.

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

Based on the design phase services fee proposal submitted by the CM@Risk and accepted by the City (Attached as Exhibit A); the City will pay the CM@Risk a lump sum fee of \$56,411.00 as follows:

For the basic services described in Article 2, the CM@Risk shall receive a lump sum fee of: \$56,411.00

Total Contract Amount \$56,411.00

4.2 PAYMENTS

4.2.1 Requests for monthly payments by the CM@Risk for design phase services shall be submitted monthly and shall be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment shall include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month.

4.2.2 The fees for the CM@Risk shall be based upon the completion of tasks as shown in Exhibit A attached.

4.2.3 In no event will the City pay more than 90 percent of the Contract Amount until final acceptance of the all design phase services, and award of the final approved GMP for the entire Project by City Council.

4.2.4 The CM@Risk agrees that no charges or claims for costs or damages of any type shall be made by it for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting the CM@Risk to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

4.2.5 No compensation to the CM@Risk shall be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

4.2.6 If any service(s) executed by the CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CM@Risk, the CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

4.3 ADDITIONAL DESIGN PHASE SERVICES

Additional services which are outside the scope of the services contained in this agreement shall not be performed by the CM@Risk without written authorization from the CITY. Additional services, when authorized by an executed Contract or an Amendment to this agreement shall be compensated for by a fee mutually agreed upon between the City and the CM@Risk.

ARTICLE 5 - CITY'S RESPONSIBILITIES

5.1 The City, at no cost to the CM@Risk, will furnish the following information:

5.1.1 One copy of data the City determines pertinent to the work. However, the CM@Risk shall be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.

5.1.3 The name of the City employee or City's representative who will serve as the Project Manager during the term of this Contract. The Project Manager has the authority to administer this Contract and will monitor the CM@Risk's compliance with all terms and conditions stated herein. All requests for information from or decisions by the City on any aspect of the work or Deliverables shall be directed to the Project Manager.

5.2 The City additionally will:

5.2.1 Contract separately with one or more Design Professionals to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional will be provided to the CM@Risk for its information. The CM@Risk shall have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and Design Professional.

5.2.2 Supply, without charge, seven (7) copies and one (1) CD of programs, reports, drawings, and specifications reasonably required by the CM@Risk except those copies where cost has been reimbursed by the City.

5.2.3 Provide the CM@Risk with adequate information in its possession or control regarding the City's requirements for the Project.

5.2.4 Give prompt written notice to the CM@Risk when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications.

5.2.5 Notify the CM@Risk of changes affecting the budget allocations.

5.2.6 Provide potholing services by the City or Design Professional.

5.3 The City's Project Manager shall have authority to approve the Project Budget and Project Schedule, and render decisions and furnish information the Project Manager deems appropriate to the CM@Risk.

ARTICLE 6 – CONTRACT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

6.1.1 All work products (electronically or manually generated) including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file CD's which reflect all final drawings, and other related products which are prepared in the performance of this Contract are the property of the CITY and are to be delivered to the CITY before the final payment is made to the CM@Risk. The CITY shall retain ownership of these original drawings, the CM@Risk may retain a reproducible mylar. He/she shall endorse by his/her professional seal all plans and special provisions furnished by him/her. In the event these documents are used for another project without

further consultations with the CM@Risk, the CITY agrees to indemnify and hold the CM@Risk harmless from any claim arising from the reuse of the documents. The CITY shall remove the CM@Risk's seal and title block from such documents.

6.1.2 The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the CM@Risk, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CM@Risk.

6.1.3 The CM@Risk hereby grants, and shall require its Subconsultants to grant, a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license shall also include the making of derivative works. In the event that the derivative works require the City to alter or modify the Project Documents, then paragraph 6.1.1 applies.

6.1.4 When applicable and required by state law, the CM@Risk and its Subconsultants shall endorse by an Arizona professional seal all drawings, works, and Deliverables prepared by them for this Contract.

6.2 COMPLETENESS AND ACCURACY OF CM@RISK'S WORK

The CM@Risk shall be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and shall at its sole own expense correct its work or Deliverables. Any damage incurred by the City as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the CM@Risk to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CM@Risk in El Mirage, Arizona would exercise under similar conditions. The fact that the City has accepted or approved the CM@Risk's work or Deliverables shall in no way relieve the CM@Risk of any of its responsibilities under the Contract, nor does this requirement to correct the work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the City. Correction of errors, omissions and acts discovered on architectural or engineering Drawings and Specifications shall be the responsibility of the design architect.

6.3 ALTERATION IN CHARACTER OF WORK

6.3.1 In the event an alteration or modification in the character of work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the work or Deliverable shall nonetheless be performed as directed by the City. However, before any altered or modified work begins, a Change Order will be approved and executed by the City and the CM@Risk. Such Change Order shall not be effective until approved by the City.

6.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CM@Risk may accordingly be adjusted by mutual agreement of the contracting parties.

6.3.3 No claim for extra work done or materials furnished by the CM@Risk shall be allowed by the City except as provided herein, nor shall the CM@Risk do any work or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing. Work or material(s) furnished by the CM@Risk without such prior written authorization shall be the CM@Risk's sole jeopardy, cost, and expense, and the CM@Risk hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished shall be made.

6.4 DATA CONFIDENTIALITY

6.4.1 As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CM@Risk in the performance of this Contract.

6.4.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CM@Risk in connection with the CM@Risk's performance of this Contract is confidential and proprietary information belonging to the City.

6.4.3 The CM@Risk shall not divulge data to any third party without prior written consent of the City. The CM@Risk shall not use the data for any purposes except to perform the services required under this Contract. These prohibitions shall not apply to the following data:

6.4.3.1 Data which was known to the CM@Risk prior to its performance under this Contract unless such data was acquired in connection with work performed for the City;

6.4.3.2 Data which was acquired by the CM@Risk in its performance under this Contract and which was disclosed to the CM@Risk by a third party, who to the best of the CM@Risk's knowledge and belief, had the legal right to make such disclosure and the CM@Risk is not otherwise required to hold such data in confidence; or

6.4.3.3 Data, which is required to be disclosed by the CM@Risk by virtue of law, regulation, or court.

6.4.4 In the event the CM@Risk is required or requested to disclose data to a third party, or any other information to which the CM@Risk became privy as a result of any other contract with the City, the CM@Risk shall first notify the City as set forth in this Article of the request or demand for the data. The CM@Risk shall timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.

6.4.5 The CM@Risk, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, shall promptly deliver, as set forth in this section, a copy of all data to the City.

6.5 PROJECT STAFFING

6.5.1 Prior to the start of any work or Deliverable under this Contract, the CM@Risk shall submit to the City, an organization chart for the CM@Risk staff and Subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless, otherwise informed, the City hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CM@Risk desires to change such key personnel from performing such services under this Contract, the CM@Risk shall submit the qualifications of the proposed substituted personnel to the City for prior approval. Key personnel shall include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

6.5.2 The CM@Risk shall maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the CM@Risk's staff, the CM@Risk shall take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City.

6.6 INDEPENDENT CONTRACTOR

The CM@Risk is and shall be an independent contractor and whatever measure of control the City exercises over the work or Deliverable pursuant to the Contract shall be as to the results of the work only. No provision in this Contract shall give or be construed to give the City the right to direct the CM@Risk as to the details of accomplishing the work or Deliverable. These results shall comply with all applicable laws and ordinances.

6.7 SUBCONSULTANTS

Prior to beginning the work or Deliverable, the CM@Risk shall furnish the City for approval, the names of all Subconsultants to be used on this Project. Subsequent changes are subject to the approval of the City.

6.8 TERMINATION

6.8.1 The CITY, at its sole discretion, may terminate this Contract for convenience or abandon any portion of the Project for which services have not been performed by the CM@Risk, upon fourteen (14) days written notice delivered to CM@Risk personally or by certified mail. This Contract may be terminated pursuant to ARS Sec. 38-511.

6.8.2 Immediately after receiving such notice, the CM@Risk shall discontinue advancing the services under this Contract and proceed to close said operations under this Contract. The CM@Risk shall appraise the services he/she has completed and submit an appraisal to the CITY for evaluation. The CITY shall have the right to inspect the CM@Risk 's work to appraise the services completed.

6.8.3 CM@Risk shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CM@Risk under the contract, entirely or partially completed, together with all unused materials supplied by the CITY.

6.8.4 In the event of such termination or abandonment, the CM@Risk shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CM@Risk based upon the scope of work set forth in Exhibit A, and shall be agreed upon mutually by the CM@Risk and the CITY. However, in no event shall the fee exceed that set forth in Article 4 of this agreement.

6.8.5 The CITY shall make final payment within sixty (60) days after the CM@Risk has delivered the last of the partially completed items and the final fee has been agreed upon.

6.8.6 In the event this agreement is terminated, the CITY shall have the option of completing the work, or entering into an agreement with another party for the completion of the work according to the provisions and agreements herein.

6.9 DISPUTES

A dispute escalation process will be utilized to resolve questions of fact during the course of this Contract in accordance with Maricopa Association of Governments Uniform Standard Specifications Section 110.3. The final determination shall be made by the CITY.

6.10 RECORDS/AUDIT

6.10.1 Records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CM@Risk shall be kept on a generally recognized accounting basis. The City, its authorized representative, and/or the appropriate agency, reserve the right to audit the CM@Risk's records in compliance with local, state or federal policies, statutes or at the Cities' discretion.

6.10.2 The CM@Risk shall include a provision similar to paragraph 6.10.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers, who have reimbursable GMP type contracts, providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate agency, has access to the Subconsultants', Subcontractors', and Suppliers' records.

6.11 INDEMNIFICATION

6.11.1 For workers' compensation and employers liability, automobile liability, general liability, D&O, pollution, aircraft, etc. To the fullest extent permitted by law, the CM@Risk shall defend, indemnify and hold harmless the CITY its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceeding), relating to, arising out of or resulting from the CM@Risk services. The CM@Risk's duty to defend, hold harmless, and indemnify the CITY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease, death, injury to, impairment or destruction of tangible property caused by any acts, errors, mistakes, or omissions arising out of the performance of this contract by the CM@Risk, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

6.11.2 The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.12 NOTICES

Unless otherwise provided herein, demands under this Contract shall be in writing and shall be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	Jorge Gastelum, Director of Development and Community Services/City Engineer City of El Mirage 12145 NW Grand Avenue El Mirage, Arizona 85335
To CM@Risk:	Les Keeble, Vice President Haydon Building Corp 4060 E. Cotton Gin Loop Phoenix, AZ 85040
Copy to:	Chris Hauser, Project Manager City of El Mirage 12145 NW Grand Avenue El Mirage, Arizona 85335

6.13 COMPLIANCE WITH LAWS

6.13.1 The CM@Risk shall comply with all applicable Federal, State, and local laws and ordinances at the time the plans are sealed, and shall not discriminate against any person on the basis of race, color, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354.

6.13.2 The CM@Risk further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Contract.

6.14 CONFLICT OF INTEREST

6.14.1 The CM@Risk agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the CM@Risk agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if the CM@Risk gains such interest during the course of this Contract. If the CM@Risk gains financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract. Any decision to terminate the Contract shall be at the sole discretion of the CITY.

6.14.2 The CM@Risk shall not engage the services on this CM@Risk of any present or former CITY employee who was involved as a decision maker in the selection or approval processes, or who negotiated and/or approved billings or contract modifications for this CM@Risk.

6.14.3 The CM@Risk agrees that it shall not perform services on this Project for the contractor, subcontractor, or any supplier.

6.15 CONTRACTOR'S LICENSE

Prior to award of the Contract, the CM@Risk must provide to the City's Engineering Department its Contractor's License Classification and number and its Federal Tax I.D. number.

6.16 SUCCESSORS AND ASSIGNS

This Contract shall not be assignable except at the written consent of the parties hereto and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

6.17 FORCE MAJEURE

If either party is delayed or prevented from the performance of any service, in whole or part, required under this Contract by reason of acts of God or other cause beyond the control and without fault of that party (financial inability excepted), performance of that act will be excused, but only for the period of the delay. The time for performance of the act will be extended for a period equivalent to the period of delay.

6.18 COVENANT AGAINST CONTINGENT FEES

The CM@Risk affirms that he has not employed or retained any company or person, other than a bona fide employee working for the CM@Risk to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the CITY may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

6.19 NON-WAIVER PROVISION

The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.20 JURISDICTION

This Contract shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

6.21 SURVIVAL

All warranties, representations and indemnifications by the CM@Risk shall survive the completion or termination of this Contract.

6.22 MODIFICATION

Additional services, which are outside the scope of basic services contained in this agreement, shall not be performed by the CM@Risk without prior written authorization from the CITY. Additional services, when authorized by an executed Contract or an Amendment to the Professional Services Contract shall be compensated for by a fee mutually agreed upon between the CITY and the CM@Risk.

6.23 SEVERABILITY

If any provision of this Contract or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

6.24 INTEGRATION

This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.25 TIME IS OF THE ESSENCE

Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

6.26 THIRD PARTY BENEFICIARY

This Contract shall not be construed to give any rights or benefits in the Contract to anyone other than the City and the CM@Risk. All duties and responsibilities undertaken pursuant to this Contract shall be for the sole and exclusive benefit of the City and the CM@Risk and not for the benefit of any other party.

6.27 COOPERATION AND FURTHER DOCUMENTATION

The CM@Risk agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Contract.

6.28 CONFLICT IN LANGUAGE

All work or Deliverables performed shall conform to all applicable City of El Mirage codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract shall prevail.

6.29 CITY'S RIGHT OF CANCELLATION

All parties hereto acknowledge that this Contract is subject to cancellation by the City of El Mirage pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

ARTICLE 7 - INSURANCE

7.1 Without limiting any of their obligations or liabilities, the CM@Risk, at their own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to the CITY. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-. Use of alternative insurers requires prior approval from CITY.

7.2 GENERAL CLAUSES

7.2.1 **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this contract, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the CM@Risk shall be primary insurance, and that any insurance coverage carried by the CITY or its employees shall be excess coverage, and not contributory coverage to that provided by the CM@Risk.

7.2.2 **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the CITY.

7.2.3 **Primary Coverage.** The CM@Risk's insurance shall be primary insurance as respects CITY and any insurance or self insurance maintained by CITY shall be excess of the CM@Risk's insurance and shall not contribute to it.

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

7.2.5 **No "Claims Made" Policies.** Insurance policies required by this Contract shall not be written on a "claims made" basis.

7.2.5 **Waiver.** The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CM@Risk.

7.2.6 **Certified Copies of Policies and Endorsement.** The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise CM@Risk of any deficiencies in such policies and endorsements, and such receipt shall not relieve CM@Risk from, or be deemed a waiver of the City's right to insist on, strict fulfillment of CM@Risk's obligations under this Contract.

7.3 DEDUCTIBLE/RETENTION

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

7.4 CERTIFICATES OF INSURANCE

Prior to commencing services under this Contract, CM@Risk shall furnish CITY with Certificates of Insurance, or formal endorsements as required by the Contract, issued by CM@Risk's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the CM@Risk's work or services and as evidenced by annual Certificates of Insurance. Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the City. All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title. Such certificates shall be sent directly to:

City of El Mirage
Engineering Department
12145 NW Grand Avenue
El Mirage, Arizona 85335

7.5 WORKERS' COMPENSATION

7.5.1 The CM@Risk shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CM@Risk employees engaged in the performance of the Services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

7.5.2 In case services are subcontracted, the CM@Risk shall require the Subconsultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by CM@Risk.

7.6 AUTOMOBILE LIABILITY

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000, each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the CM@Risk services. Coverage shall be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 00111293 or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

7.7 COMMERCIAL GENERAL LIABILITY

7.7.1 CM@Risk shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

7.7.2 Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

7.7.3 The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20101185, and shall include coverage for CM@Risk's operations and products and completed operations.

7.8 PROFESSIONAL LIABILITY

The CM@Risk retained by the CITY, to provide the engineering services required by the Contract shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CM@Risk or any person employed by him, with an unimpaired limit of not less than \$500,000 each claim and \$1,000,000 all claims.

7.9 UMBRELLA/EXCESS LIABILITY

Umbrella/Excess Liability insurance with an unimpaired limit of not less than \$1,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

7.10 VALUABLE PAPERS

Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the CM@Risk used in the completion of this contract.

7.11 OWNER AND CM@RISK PROTECTIVE LIABILITY

Any CM@Risk subletting any part of the work, services or operations awarded to the CM@Risk shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and CM@Risk's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or CM@Risk's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the CM@Risk's Commercial General Liability insurance. (Not applicable to the design phase.)

This Contract is made and entered into by the Parties on the date first written above.

CITY:

CONSTRUCTION MANAGER AT RISK:

By: DR. SPENCER ISOM

By: FRITZ BEHRHORST

Title: City Manager

Title: Vice President

ATTEST:

Sharon Antes, City Clerk

Approved as to form:

Robert M. Hall, City Attorney

EXHIBIT A

June 26, 2015

Mr. Jorge Gastelum, P.E.
Director of Development and Community Services/City Engineer
City of El Mirage, AZ
12145 NW Grand Ave
El Mirage, AZ 85335



Re: El Mirage City Hall – (Project Number EM15-F02)

Dear Mr. Gastelum:

Haydon Building Corp is pleased and honored to be the top choice of the City for providing CM @ Risk services for your new project. We feel confident that our combined efforts will produce facilities that we can all be proud of.

You have requested a proposal of fees for Pre-Construction services. The following is our proposal along with an explanation of their basis.

For Pre-construction services we propose the fee of \$56,441. This fee will cover all costs incurred by Haydon Building Corp in providing pre-construction services as spelled out in the Request for Proposal, our response and per the Cities Design Phase Services contract. We have prepared a detailed estimate of the requirements for pre-construction services and attached it for your information.

It is our hope that you agree that the proposed fees are fair and equitable. If you have any comments, please feel free to contact me. Again, we appreciate the opportunity and look forward to a successful relationship with the City of El Mirage.

Sincerely,
Haydon Building Corp

Fritz Behrhorst, LEED AP
Vice President – Pre-Construction

Enclosure – 2 pages

Haydon Building Corp
El Mirage City Hall
Pre-Construction Services
6/26/2015



SCHEDULE OF HOURLY RATES

Pre-Construction Manager	\$ 130.00 /hr
Operations Manager	\$ 130.00 /hr
Senior Project Manager	\$ 117.00 /hr
Project Manager	\$ 97.00 /hr
Estimator	\$ 97.00 /hr
General Superintendent	\$ 117.00 /hr
Project Superintendent	\$ 94.00 /hr
Safety Manager	\$ 94.00 /hr
Project Engineer	\$ 73.00 /hr
Administrative	\$ 49.00 /hr

ALLOCATION OF PRE-CONSTRUCTION SERVICES COST

Programming	\$5,915
Schematic Design	\$7,574
Design Development	\$12,732
Construction Documents	\$28,670

TOTAL PRE-CONSTRUCTION SERVICES	\$54,891
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ALLOCATION OF PLAN REPRODUCTION BUDGET

Programming	\$0
Schematic Design	\$250
Design Development	\$500
Construction Documents	\$800

TOTAL REPRODUCTION BUDGET	\$1,550
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GRAND TOTAL	\$56,441
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El Mirage City Hall
Schedule Of Pre-Construction Services / Manpower Loading



	Prog	SD	DD	CD		Programming	Schematic Design	Design Development	Construction Documents
Initial Scheduling Session									
Precon Mgr	2				\$130.00	\$260	\$0	\$0	\$0
Project Manager	2				\$97.00	\$194	\$0	\$0	\$0
General Superintendent	2				\$117.00	\$234	\$0	\$0	\$0
Preparation of the Master Schedule									
Precon Mgr	1				\$130.00	\$130	\$0	\$0	\$0
Project Manager	1				\$97.00	\$97	\$0	\$0	\$0
General Superintendent	6				\$117.00	\$702	\$0	\$0	\$0
Regular Project Meetings									
Precon Mgr	4	6	12	20	\$130.00	\$520	\$780	\$1,560	\$2,600
Project Manager	4	6	12	20	\$97.00	\$388	\$582	\$1,164	\$1,940
						\$0	\$0	\$0	\$0
Special Project/Design Meetings									
Precon Mgr	2	4	4	6	\$130.00	\$260	\$520	\$520	\$780
Senior Project Manager	2	4	4	6	\$117.00	\$234	\$468	\$468	\$702
Site Investigations									
Precon Mgr			2		\$130.00	\$0	\$0	\$260	\$0
Project Manager			2		\$97.00	\$0	\$0	\$194	\$0
Project Superintendent			2		\$94.00	\$0	\$0	\$188	\$0
Periodic Plan/Constructability Reviews									
Precon Mgr	4	8	8	8	\$130.00	\$520	\$1,040	\$1,040	\$1,040
Project Manager			4	8	\$97.00	\$0	\$0	\$388	\$776
Project Superintendent			4	6	\$94.00	\$0	\$0	\$376	\$564
BIM Model Coordination									
Precon Mgr		4	4	8	\$130.00	\$0	\$520	\$520	\$1,040
BIM Modeling Tech		4	8	16	\$95.00	\$0	\$380	\$760	\$1,520
Prepare Project Estimates / GMP									
Precon Mgr	12	12	16	24	\$130.00	\$1,560	\$1,560	\$2,080	\$3,120
Estimator	6	6	12	16	\$97.00	\$582	\$582	\$1,164	\$1,552
Value Engineering Evaluations									
Precon Mgr		4	8	8	\$130.00	\$0	\$520	\$1,040	\$1,040
Estimator		4	8	12	\$97.00	\$0	\$388	\$776	\$1,164
Update Schedule									
Senior Project Manager	2	2	2	4	\$117.00	\$234	\$234	\$234	\$468
Develop Site Utilization, Safety, Security & Access Plans									
Precon Mgr				2	\$130.00	\$0	\$0	\$0	\$260
Project Manager				2	\$97.00	\$0	\$0	\$0	\$194
Project Superintendent				2	\$94.00	\$0	\$0	\$0	\$188
Qualify, Bid and Award Sub-Contracts									
Precon Mgr				12	\$130.00	\$0	\$0	\$0	\$1,560
Project Manager				6	\$97.00	\$0	\$0	\$0	\$582
Estimator				60	\$97.00	\$0	\$0	\$0	\$5,820
Project Engineer				8	\$73.00	\$0	\$0	\$0	\$584
Administrative				24	\$49.00	\$0	\$0	\$0	\$1,176
TOTAL PRE-CONSTRUCTION SERVICES						\$5,915	\$7,574	\$12,732	\$28,670

EXHIBIT B - SUBMITTAL REQUIREMENTS FOR GMP SUBMITTALS

1. Unless otherwise instructed, the CM@Risk shall submit three (3) bound copies of any GMP Proposal(s) that includes the following documents, complies with the requirements specified in this Contract and the following instructions. The GMP Proposal(s) shall be organized as follows:
 - A. Table of Contents
 - B. Project Description
 - C. GMP Proposal and the following attachments
 1. Detailed Estimate upon which the GMP is based
 2. List of Subcontractors
 3. Schedule of Manufacturers and Suppliers
 - D. Schedule of Values (SOV)
 - E. GMP Proposal clarifications and/or assumptions
 - F. Project Schedule
 - G. GMP Plans and Specifications

2. A summary breakdown of the GMP Proposal is shown below along with instructions regarding certain line items. The definitions included in Article 1 of the General Conditions apply to the line items, as appropriate, and set-forth the criteria to be used by the CM@Risk in providing the requested breakdown.

PROJECT #:
PROJECT NAME:

DATE:

GMP Summary			AMOUNT
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)		\$
INDIRECT COSTS		RATE	
B.	CM@Risk's Contingency	%	\$
C.	Construction Fee	%	\$
D.	General Conditions	%	\$
	D1 Payment and Performance Bond	\$	%
	D2 Insurance	\$	%
E.	Sales Taxes	%	\$
F. SUBTOTAL			\$
OTHER COSTS			
G.	Owner Contingency (Optional)		\$
H.	Cash Allowance (Optional)		\$
J. TOTAL GMP			\$

3. Schedule of Values (SOV) - The most current version of the CM@Risk's Schedule of Values shall be submitted with the GMP Proposal. Supporting documents for the SOV, including the request for bids, copies of bids received and clarification assumptions used for the particular bid item listed, must be provided in an organized manner that correlates with the SOV.

4. A list of any GMP Proposal clarifications/assumptions made by the CM@Risk in the preparation of the GMP Proposal shall be submitted to supplement the information contained in the GMP Proposal. However, as indicated by this Contract, the GMP Proposal shall account for the CM@Risk's estimated costs for any clarifications/assumptions.
5. The most current version of the CM@Risk's Project Schedule shall be submitted with the GMP Proposal. The Project Schedule shall be prepared as specified in paragraph 2.3 of this Contract.
8. A table listing all drawing sheets included in the GMP Plans and Specifications shall be included with the GMP package. The table shall include the following information: Sheet Number, Sheet Name, Sheet Version, and Date of issuance. GMP and Specifications, as defined, shall be transmitted as specified in paragraph 2.6 of this contract.

NOTE: The submittal package must be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>06/24/2015</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Contract Approval	SUBJECT: Consideration and action to authorize the City Manager to enter into a construction contract with Sunland Asphalt to reconstruct El Mirage Road from Gateway Park to Cactus Road in the total amount of, including a 10% contingency, not to exceed \$7,006,739.80.
DATE ACTION REQUESTED: <u>07/07/2015</u>		
<input checked="" type="checkbox"/> REGULAR ___ CONSENT		

TO: Mayor and Council
FROM: Jorge Gastelum, PE., Director of Development and Community Services/City Engineer <i>CLH</i>
RECOMMENDATION: Approval
PROPOSED MOTION: I move we authorize the construction contract with Sunland Asphalt as presented.
ATTACHMENTS: Plans & Bid Documents, Sunland Asphalt Offer, and Bid Tabulations (Technical Specifications, Geotechnical Evaluation, and project drawings are on file in the City Clerk's Office for inspection)

DISCUSSION: This project will reconstruct El Mirage Road from Gateway Park to Cactus Road. Eight bids were received. Sunland Asphalt is the lowest responsible bidder for this project. The amount requested will allocate \$6,366,739.80 for construction and \$640,000.00 for contingency.

FISCAL IMPACT: \$7,006,739.80

DEPARTMENT LINE ITEM ACCOUNT: 56-400-669

BALANCE IN LINE ITEM IF APPROVED: \$15,885,407.86

Finance Director:

Robert Nilles

 Robert Nilles Date 6/30/15

Approved as to form:

Robert M. Hall

 Robert M. Hall, City Attorney Date 6/30/15

City Manager:

Dr. Spencer A. Isom

 Dr. Spencer A. Isom Date 6/30/15



INVITATION TO BID

CONSTRUCTION PROJECT

DCS – Engineering

12145 NW Grand Ave.
El Mirage, AZ 85335

Telephone: (623) 876-2977
Fax: (623) 933-8418
www.cityofelmirage.org

City of El Mirage Plans and Bid Documents

Solicitation Number: City of El Mirage Project No. EM13-ST04 MCDOT Project No. TT344 (Phase 2)

Solicitation Description: Roadway Improvements for El Mirage Road from Cactus Road to approx. 1,500 feet south of Peoria Avenue

Mandatory Bidders' Conference: March 18, 2015 1:00 p.m., local time

Location: 13601 N. El Mirage Rd. Fire Department
El Mirage, AZ 85335 Administration Building

Bid Due Date: April 9, 2015 3:00 p.m., local time

Location: City Hall
12145 NW. Grand Ave
El Mirage, Arizona 85335

Plans and Specifications may be downloaded at no cost from the City's website:

www.cityofelmirage.org/bids

Plans and specifications prepared by:

Premier Engineering Corporation
6437 W Chandler Blvd,
Chandler, AZ 85226

Logan Simpson Design
3912 East Roeser Road
Phoenix, AZ

United Civil Group
2803 North 7th Avenue #16
Phoenix, AZ 85007

Dibble Engineering
7500 N. Dreamy Draw Drive, Suite 200
Phoenix, AZ 85020

CivTech, Inc.
10605 North Hayden Road, Suite 140
Scottsdale, AZ 85260
Phone: (480) 659-4250



City of El Mirage, Arizona

Notice of Invitation to Bid



Invitation to Bid No: **EM13-ST04** Bid Due Date: **April 9, 2015**
 Materials and/or **Roadway Improvements for El** Time: **3:00 p.m. (local time)**
 Services: **Mirage Road** Contact: **Cadle Collins**
 Bid Location: **DCS - Engineering** E-mail: **ccollins@cityofelmirage.org**
12145 NW Grand Avenue
El Mirage, Arizona 85335

In accordance with City of El Mirage Procurement Code competitive sealed bids for the material or services specified will be received by the City of El Mirage DCS - Engineering at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of El Mirage DCS - Engineering on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of El Mirage Procurement Code. *Bids shall be submitted in a sealed envelope with the Invitation to Bid number and the bidder's name and address clearly indicated on the front of the envelope.* All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the entire Invitation to Bid Package.

OFFER

To the City of El Mirage:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation to Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of El Mirage Standard Terms and Conditions.

Arizona Transaction (Sales) Privilege

Tax License Number: _____

For clarification of this offer contact:

Name: _____

Federal Employer Identification

Number: _____

Telephone: _____

Company Name

Authorized Signature for Offer

Address

Printed Name

City State Zip Code

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of El Mirage Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed *Purchase Order*.

Attested by:

Sharon Antes, City Clerk

City Seal

City of El Mirage, Arizona. Eff. Date: _____

Approved as to form:

Robert Hall, City Attorney

Awarded on _____

Dr. Spencer A. Isom, City Manager



INVITATION TO BID

INSTRUCTIONS TO BIDDER

DCS – Engineering

12145 NW Grand Avenue
El Mirage, AZ 85335

Phone: (623) 876-2977

Fax: (623) 933-8418

This project is located within the corporate limits of the City of El Mirage in Maricopa County, Arizona. The project will consist of roadway improvements for El Mirage Road from approximately 1,500 feet south of Peoria Avenue to Cactus Road.

1. PREPARATION OF BID:

a. All bids shall be submitted on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic or mailgram bids will not be considered. Please return the following forms within the Bid Submittal:

- i. Notice of Invitation to Bid, page 2
- ii. Questionnaire, pages 28-31
- iii. Bid Bond, page 32
- iv. List of Subcontractors, page 33
- v. Bid Schedule, pages 38-40

b. The Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the offer.

c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Offer.

d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.

e. Periods of time, stated as a number of days, shall be calendar days.

f. Bid due date and time is stated as local Arizona time.

g. It is the responsibility of all Offerors to examine the entire *Invitation to Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation to Bid* shall be directed to the name appearing as the contact on Page 2. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The contact may require any and all questions be submitted in writing at the City's sole discretion. Any correspondence related to an *Invitation to Bid* should refer to the appropriate *Invitation to Bid* number, page, and paragraph number. Offeror shall identify the envelope as containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation to Bid* due date and time.

3. **MANDATORY PROSPECTIVE OFFERORS CONFERENCE:** A mandatory prospective offerors conference will be held March 18, 2015 at 1:00 pm. The purpose of this conference will be to clarify the contents of this *Invitation to Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation to Bid* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Invitation to Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation to Bid*.

4. **LATE BIDS:** Late Bids will not be considered, except as provided by the City of El Mirage Procurement Code. A vendor submitting a late bid shall be so notified.

5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid.

6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment shall be acknowledged by signing and returning the document with the offer at the specified bid due date and time.

7. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall complete a Vendor Registration Application and submit it to the City of El Mirage Finance Department.



INVITATION TO BID

DCS – Engineering

12145 NW Grand Avenue
El Mirage, AZ 85335

INSTRUCTIONS TO BIDDER

Phone: (623) 876-2977

Fax: (623) 933-8418

8. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Invitation to Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is determined by the City Manager to be most advantageous to the City.
- b. The City of El Mirage reserves the right to award based on the bid that presents the City with the best overall value which may or may not be the lowest bid.
- c. Notwithstanding any other provision of this *Invitation to Bid*, the City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all bids, or portions thereof, or
 - iii. Reissue an *Invitation to Bid*.
- d. A response to an *Invitation to Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation to Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted and executed by the **City Manager** and the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation to Bid*; unless modified by an Amendment.



STANDARD TERMS AND CONDITIONS

DCS - Engineering

12145 NW Grand Avenue
El Mirage, AZ 85335

Phone: (623) 876-2977

Fax: (623) 933-8418

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page the Contractor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Contractor shall not discriminate against any employee or applicant for employment.
 - c. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **BRIBES AND KICK-BACKS:** The General Contractor shall not by any means:
 - a. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;
 - b. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;
 - c. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,
 - d. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the General Contractor has a direct or indirect proprietary or other pecuniary interest.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of El Mirage including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

This contract shall be governed by the City. City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona.

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of El Mirage Procurement Code. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.



STANDARD TERMS AND CONDITIONS

DCS – Engineering

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Phone: (623) 876-2977

Fax: (623) 933-8418

As an alternative to filing a law suit to resolve the dispute, the parties may elect to arbitrate the dispute. Each party shall select a competent and impartial arbitrator. The two selected arbitrators shall appoint a third arbitrator. If the two appointed arbitrators cannot agree on a third, they may petition a judge having competent jurisdiction to select the third arbitrator, or they may resign their appointment jointly or individually so that the parties may renew the selection process. The written award of two of the three arbitrators shall bind the parties. The cost of the arbitrators and any expert witnesses shall be borne by the party that hired them. The cost of the third arbitrator and other expenses of the arbitration shall be shared equally by the parties. The arbitration shall take place in the City of El Mirage. State court rules of procedure and evidence shall be governing.

5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract nor delegation of any duty of Contractor shall be made without prior written permission of the City.



STANDARD TERMS AND CONDITIONS

DCS - Engineering

12145 NW Grand Avenue
El Mirage, AZ 85335

Phone: (623) 876-2977

Fax: (623) 933-8418

13. SUBCONTRACTOR / SUPPLIER CONTRACTS: The Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Contractor that the obligations of the Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Contractor, and that the Owner be a third-party beneficiary of the Contractor's agreements with its subcontractor(s) and supplier(s).

- a. The Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).
- b. The Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.
- c. The Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Contractor, and that it will abide by those terms, conditions and requirements.

14. RIGHTS AND REMEDIES: No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.



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

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
21. **INSPECTION:** All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following:



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- a. Waive the non-conformance.
- b. Stop the work immediately.
- c. Bring material into compliance.

This shall be accomplished by a written determination from the City.

22. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
23. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
24. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
25. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
26. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
27. **LICENSES:** Contractor shall have at the time of bid submittal, and shall maintain in current status, all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. The conclusion of the issuing authority in each case is to be deemed conclusive for the purposes of complying with this provision. By submitting a bid for this public contract, you agree that, with respect to the contract, substantial compliance does not meet the minimum requirements of this or any provision hereof, or of any applicable law or other authority, and that strict compliance alone is adequate to meet those requirements, unless the City consents to such substantial compliance in writing at the time of bid submittal. The determination shall be made by the City.
28. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
29. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
30. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
31. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.



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32. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
33. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award.
34. **FUNDING:** Any contract entered into by the City of El Mirage is subject to funding availability. Fiscal years for the City of El Mirage are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
35. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
36. **MATERIALS, EQUIPMENT, APPARATUS:** or other products are specified by manufacturer, brand name, type of catalog number, such designation is to establish standards of desired quality and style and shall be the basis of the bid. Should the Contractor propose to furnish materials and equipment other than those specified, as permitted by the "or approved equal" clauses he shall submit a written request as an alternate to the base bid with his proposal for any or all substitutions. Such a request shall be accompanied by complete descriptive literature (manufacturer, brand name, catalog number, etc.) and technical data for all items and shall indicate any addition or deduction to the CONTRACT price. Where such substitutions alter the design or space requirements indicated on the plans the Contractor shall include all items of cost for the revised design and construction including cost of all allied trades involved. Acceptance or rejections of the proposed substitutions will be made on the basis of whether or not the specifications are met and the CITY's best interests are served as determined by the authorized representative and the CITY.
37. **SUBCONTRACTOR'S LIST:** Such list of subcontractors and major material suppliers is a part of the OFFER and shall be submitted when applicable. **NO PROPOSAL FOR WORK INVOLVING THESE CLASSIFICATIONS WILL BE VALID WITHOUT THE COMPLETE LISTING OF BOTH SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS AS LISTED IN THE FORM OF PROPOSAL.**
38. **FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS.** To the extent applicable under A.R.S. § 41-4401, Contractor warrants its and its subcontractors compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City of El Mirage. The City of El Mirage retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor warrants to keep the papers and records open for random inspection during normal business hours by the City of El Mirage. The Contractor shall cooperate with the City of El Mirage's random inspections including granting the City entry rights to Contractor's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Contractor to comply with this warranty regarding the keeping of papers and records and cooperating with the City's random inspections shall constitute a material breach of the Agreement and the City shall have the right to immediately terminate the Agreement.

The Contractor further agrees to include the following language in all subcontracts entered into by Contractor with any person or entity to perform work on the Agreement and to terminate the agreement with any subcontractor who violates any of the warranties set forth in said language below.



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To the extent applicable under A.R.S. § 41-4401, Subcontractor warrants to Contractor and the City of El Mirage Subcontractor's compliance with all federal immigration laws and regulations that relate to its compliance with the E-verify requirements under A.R.S. § 23-214(A). Subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the subcontract by Contractor at the direction of the City of El Mirage. Subcontractor further acknowledges the City of El Mirage's right to randomly inspect the papers and records of Subcontractor to ensure that Subcontractor is complying with the above-mentioned warranty.

Subcontractor warrants to keep the papers and records open for random inspection during normal business hours by City of El Mirage. Subcontractor shall cooperate with City of El Mirage's random inspections including granting the City entry rights to Subcontractor's property to perform the random inspections and waiving their respective rights to keep such papers and records confidential. The failure of Subcontractor to comply with this warranty regarding the keeping of papers and records and failure to cooperate with the City's random inspections shall constitute a material breach of the Agreement and the City shall have the right to immediately require Contractor to terminate the Agreement with Subcontractor.

- 39. CONTRACTOR COMPLIANCE WITH A.R.S. § 35-391.06 AND 35-393.06 (SCRUTINIZED BUSINESS RELATIONS WITH SUDAN AND IRAN):** By entering into this Agreement, Contractor certifies it does not have scrutinized business operations in Sudan or Iran. Contractor shall obtain statements from its Subcontractors certifying compliance and shall furnish the statements to the City upon request. These warranties shall remain in effect through the term of this Agreement.

The City may request verification of compliance from any Contractor or Subcontractor performing work under this Agreement. Should the City suspect or find that the Contractor or any of its Subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, immediate termination of this Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.



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1. **DEFINITIONS:** The terms, as used in or pertaining to the contract, are defined as follows:

CITY: The word "City" shall refer to the City of El Mirage, Arizona.

CONTRACTOR: The word "Contractor" is defined as the person, firm or corporation with whom the contract is made by the City.

CONTRACT: The word "Contract" will include the Invitation to Bid Notice, Instructions to Bidders, Bid, Bid Bond, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Change Order, Certificate of Insurance & Schedule A, Certificate of Completion, Contractor's Affidavit Regarding Settlement of Claims, Contractor's Affidavit Certifying Non-Collusion in Bidding, Standard Terms & Conditions, General Terms & Conditions, Special Terms & Conditions, Technical Provisions, Performance Provisions, Plans and Addenda thereto.

ENGINEER: The word "Engineer" is defined as the person, firm or corporation duly authorized by the City to act as agent in providing professional services including studies, planning, engineering design and construction administration services, inspecting materials and construction, and interpreting plans and specifications.

MATERIALS: The word "Materials" will include, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

SUBCONTRACTOR: The word "Subcontractor" is defined as those persons or groups of persons having a direct contract with the contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, and includes those who merely furnish materials not so worked.

WORK: The word "Work" shall include all labor necessary to accomplish the construction required by the Contract and all materials and equipment incorporated or to be incorporated in said construction.

2. **REFERENCESTANDARDS:**

- a. The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications," are hereby adopted as part of these contract documents.
- b. If any contradiction exists between "MAG Specifications" and this solicitation document, the solicitation language shall prevail.

3. **LAWS AND REGULATIONS:** The Contractor shall keep himself fully informed of all existing and future City and County ordinances and regulations and state and federal laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and protect and indemnify the City of El Mirage, Arizona, and its officers and agents against any claim or liability arising from or based on the violation of any such ordinances, regulations or laws. It is the responsibility of the Contractor to obtain any and all information regarding the laws and regulations which may be referenced in the Specifications.

4. **RIGHTS OF WAY:** The City will provide Rights-of-Way and easements for all work specified in this contract, and the Contractor shall not enter or occupy with men, tools, equipment or materials any private ground outside the property of the City of El Mirage, Maricopa County, Arizona, without the consent of the owner.

The Contractor, at his own expense, is responsible for the acquisition of any additional easements or rights-of-way that he may desire to complete the work of this contract.



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5. **PROPOSAL QUANTITIES:** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and the material to be furnished under this Contract, which have been estimated as stated in the Bids, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the bids offered for the work under this Contract. The Contractor further agrees that the City of El Mirage will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or the whole or any part of the work in accordance with the Specifications and Plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damage or compensation except as may be provided in this contract.
6. **FEDERAL FUNDING:** It is the responsibility of the Contractor to determine on any project if federal wage rates apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of El Mirage regarding any applicable Davis Bacon wage rates.
7. **PAYMENTS TO CONTRACTOR:** Payments will be made on the basis of itemized statements provided by the Contractor in accordance with these Specifications. Three (3) copies of an itemized statement should be submitted to the Office of the City Engineer. After verification, payments will be processed by the Management Services Department. Payments will be mailed by the Engineering Division. The City will make a partial payment to the Contractor on the basis of an estimate prepared by the Contractor, and approved by the City Engineer, for work completed through the last day of preceding pay period. The City will retain ten percent (10%) of each such estimate until acceptance of the project. When required by the City Engineer or his authorized representative for the purposes of determining the equitableness of the Contractor's payment request, the Contractor shall furnish evidence satisfactory to the City Engineer or his authorized representative, of the sums paid by the Contractor for materials, supplies and other items of expense (i.e., lien releases).
8. **LOSSES AND DAMAGES:** All loss or damage arising out of the nature of the work to be done or from the action of the elements or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.
9. **CHARACTER AND STATUS OF WORKMEN:** Only skilled foremen and workmen shall be employed on work requiring special qualifications.

When required by the City Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section.

The Contractor shall be responsible for assuring the legal working status of its employees and its subcontractor's employees.

10. **WORK METHODS:** The methods, equipment and appliances used on the work shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the time limit specified.

Except as is otherwise specified, the Contractor's procedure and methods of construction may, in general, be of his own choosing, provided they follow best general practice and are calculated to secure results which will satisfy the requirements of the specifications and the supervision of the work.

The work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the roads. The Contractor shall exercise caution during the course of this



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construction work to avoid damage to all known existing or possible unknown existing underground utilities. He shall conduct his construction operations in such a manner as to avoid injury to his personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

11. **PRE-CONSTRUCTION CONFERENCE:** Within 30 days of the issuance of the Notice of Award, the Contractor is required to attend a Pre-construction Conference. The city will contact the Contractor to schedule a specific date, time and location for the Pre-construction conference. The purpose of the meeting is to outline specific construction items and procedures and to address items which require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures which the Contractor believes may improve constructability of the project, reduce cost, or will reduce inconvenience to the public. Any necessary coordination and procedures for Construction inspection and staking will be addressed during the Pre-construction Conference. The Contractor will be required to provide the following information at the Pre-construction Conference:

- a. Names and emergency telephone numbers of key personnel involved in the project.
- b. Names and telephone numbers of all subcontractors proposed for use on the project.
- c. A construction progress schedule showing the estimated time for start and completion of the major items of work.
- d. A payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project.
- e. A written proposal outlining the intended plans for maintaining continuous access to residences and businesses along the construction site, and traffic control.
- f. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the City for review.

Each of the above items is subject to the review and approval by the City.

12. **NOTICE TO PROCEED:** Within 45 days of the issuance of the Notice of Award the City may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor.

No work shall be started until after all required permits, licenses, and easements have been obtained.

No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative.

The Contractor shall notify the City of El Mirage's project manager or engineer at least seventy-two (72) hours before the following events:



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- a. The start of construction in order to arrange for inspection;
 - b. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.
 - c. Shutdown of existing water wells and booster pumps;
 - d. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at any time;
 - e. The coordination of all draining and filling of water lines, irrigation laterals and all operations of existing valves or gages with the project manager;
 - f. The start-up or testing of any water well or booster pump to be connected to any part of the existing City water system This includes operation of existing valves necessary to accommodate the water.
13. **TRAFFIC REGULATIONS:** All traffic affected by this construction shall be regulated in accordance with the *City of Phoenix -Traffic Barricade Manual*, latest edition, and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of El Mirage City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the work area in an effective manner and that motorist, pedestrians, bicyclists and workers are protected from hazard and accidents.



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- a. The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of El Mirage.
- b. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; **REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT** and **DO NOT PASS** signs in accordance with the Traffic Barricade Manual.
- c. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.
- d. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes, and payment for all such services and materials shall be considered as included in the other pay items of the Contract.
- e. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications. Payment for this item shall be made at the contract lump sum price for **TRAFFIC CONTROL**.
- f. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.
- g. Manual traffic control shall be in conformity with the Traffic Barricade Manual, except the liaison officer shall be contacted at the El Mirage Police Department at telephone number (623) 933-1341.
- h. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangement should be made with the liaison officer at the El Mirage Police Department at telephone number (623) 933-1341.
- i. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.
- j. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.
- k. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.
- l. No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of El Mirage. Written approval may be given if sufficient time exists to allow for notification of the public at least five (5) working days in advance of such closing with VMS signs explaining the closure at all approaches to the project area. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.
- m. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.



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- n. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.
- o. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

14. OUTDOOR CONSTRUCTION RESTRICTIONS: Outdoor construction is restricted as listed below in the following table:

Construction Type	May 1 - September 30	October 1 - April 30
A All Construction Work	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.

The above hours must be adhered to under all circumstances unless prior authorization is obtained in writing by the City of El Mirage City Engineer or their Designee.

15. SURVEY CONTROL POINTS: Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner.

The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

16. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK: The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the City Engineer. The Contractor shall turn over the entire work in full accordance with these Specifications before final settlement shall be made.

17. STOCKPILE OF MATERIALS:

- a. The Contractor may, if approved by the City Engineer, place or stockpile materials in the public right-of-way provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations.
- b. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

18. EXCESS MATERIALS: When excavations are made, resultant loose earth shall be utilized for filling by compacting in place or disposed of off the site.

Excess or unsuitable material, broken asphaltic concrete and broken Portland cement concrete excavated from the right-of-way shall be removed from the project and disposed of by the Contractor. Disposal of material within the El Mirage City Limits or Planning Area must be approved by the City Engineer or his authorized representative.

Waste material shall not be placed on private property without express permission of the property owner.

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all equipment, tools and surplus materials, and shall completely



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clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use.

Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products debris, etc., and shall make necessary arrangements for such disposal.

19. **DUST CONTROL AND WATER:** The dust control measures shall be in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations," namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of El Mirage has received a copy of the Contractor's Dust Control Permit and Plan.

The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Quality Department, 1001 N. Central Avenue, Suite 125, Phoenix, Arizona, (602) 506-6010.

The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

Watering shall conform to the provisions of Section 230 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

The Contractor shall obtain a fire hydrant meter for construction and shall contact the Fire, Building and Life Safety Department at 623-583-7968 to start the process. Installation and removal of fire hydrants should be scheduled at least forty-eight (48) hours in advance through the City of El Mirage Customer Service Department at 623-876-2966 or 623-876-2967. Contractors shall not relocate fire hydrant meters themselves. A deposit and account activation fee is required for each meter. The cost of the water is at the prevailing rate.

20. **TEMPORARY SANITARY FACILITIES:** The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

21. **ELECTRIC POWER, WATER AND TELEPHONE:** Unless otherwise specified, the Contractor shall make his own arrangements for electric power, water and telephone. Subject to the convenience of the utility, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

22. **ENERGIZED AERIAL ELECTRICAL POWER LINES:** The utility company may maintain energized aerial electrical power lines in the immediate vicinity of this project. Do not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees and all other construction personnel working on this project must be warned of the danger and instructed to take adequate



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protective measure, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15).

As an additional safety precaution, Contractors should also be instructed to call the utility company to arrange, if possible, to have these lines de-energized or relocated when the work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the contractor. The utility company can often respond to such request if two (2) days advance notice is given, but some situations may require up to sixty (60) days lead time for relocation or other arrangements.

Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractors, their employees, and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A)).



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1. **PURPOSE:** Pursuant to provisions of the City Procurement Code, the City of El Mirage, DCS – Engineering Department intends to establish a contract for **El Mirage Road, Peoria Avenue to Cactus Road.**
2. **AUTHORITY:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **MANDATORY PROSPECTIVE BIDDERS CONFERENCE:** Prospective bidders are required to attend a pre bid conference to be held at the City of El Mirage Municipal Offices:

ADDRESS: 13601 N. El Mirage Rd.
El Mirage, Arizona 85335
Fire Department, Administration Building

DATE: March 18, 2015

TIME: 1:00 p.m., Arizona, local time

The purpose of this conference will be to clarify the contents of this Invitation to Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation to Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Invitation to Bid. Oral statements or instructions shall not constitute an amendment to the Invitation to Bid. Failure to attend will result in rejection of the bid.
4. **OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
5. **INTERPRETATION OF PLANS, SPECIFICATIONS AND DRAWINGS:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed Contract Documents, or finds discrepancies in, or omissions from the Drawings or Specifications, he may, no later than five (5) days prior to the representative bid opening, submit to the City Engineer or his authorized representative a written request for an interpretation or correction thereof. Any interpretations or corrections of the proposed documents will be made only by Amendment duly issued and a copy of each such will be mailed or delivered to each person receiving a set of such documents. The City of El Mirage will not be responsible for any other explanations or interpretations of the proposed documents.
6. **CONDITIONS OF WORK:** Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the Contractor of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
7. **TIME OF COMPLETION:** The Contractor shall commence work under this project on or before the fifth (5) day following the project start date indicated on the "Notice to Proceed" issued by the City of El Mirage and shall substantially



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complete all work under the project within 335 calendar days. The Contractor shall complete all work, including all punch list items within 365 calendar days. The Contractor shall, at all times, during the continuance of the Contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.

8. **AFFIRMATIVE ACTION REPORT:** It is the policy of the City of El Mirage that suppliers of goods or services to the City adhere to a policy of non-discrimination, equal access, equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
9. **PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER:** The successful Bidder may obtain five (5) sets of Plans and Specifications for this project from the DCS-Engineering Office at no cost.
10. **APPROVAL OF SUBSTITUTIONS:** The materials, products, and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City or its representative at least five (5) days prior to the scheduled closing time for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance, and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be acknowledged in writing. Bidder shall not consider approvals made in any other manner.
11. **USE OF EQUALS:** When the specifications for materials, articles, products, and equipment state "*or equal*", Contractor may bid upon, and use materials, articles, products, and equipment which will perform equally the duties imposed by the general design. The City Engineering Division will have the final approval of all materials, articles, products, and equipment proposed to be used as an "equal." It shall not be purchased or installed without prior written approval from the City or its representative.

Approvals for "equals," before bid opening, may be requested in writing to the City Engineering Division for approval. Requests must be received at least five (5) days prior to the date set for opening of the Bid. The request shall state the name of the material, article, product, or equipment for which the item is sought to be considered and equal and a complete description of the proposed equal including any drawings, cuts, performance specifications, test data and any other information necessary for approval of the equal. All approvals will be issued in writing.

12. **CITY OF EL MIRAGE OFF-SITE PERMIT:** The Contractor shall obtain a no fee off-site permit. The Contractor will be responsible for any required Maricopa County permits, or other agency permits.
13. **INDEPENDENT CONTRACTOR:**
 - a. **General**
 - i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City of El Mirage.
 - ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.
 - b. **Liability**



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- i. The City of El Mirage shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor; therefore, the City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

14. **KEY PERSONNEL:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
 - a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
15. **LIQUIDATED DAMAGES:** Liquidated Damages shall be assessed for each calendar day of delay. Liquidated damages shall be per MAG Specifications, Section 108.9.
 - a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
 - b. In the event the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.



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16. WARRANTY: Each offer shall provide a one year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications.

17. INSURANCE REQUIREMENTS: The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the City.

All required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the City shall not contribute to it.

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

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

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

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

The insurance policies, except Workers' Compensation, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

18. REQUIRED INSURANCE COVERAGE:

a. General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00021 1093 or any replacement thereof. The coverage shall not exclude X, C, U.



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Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Builders' Risk (Property) Insurance

~~The Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.~~



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~~Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.~~

~~Builders' Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.~~

~~If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.~~

~~Required coverages may be modified by an amendment to the Contract Documents.~~

19. **CERTIFICATES OF INSURANCE:** Prior to commencing Services under this Contract, Contractor shall furnish the City with Certificates of Insurance (naming the City as additionally insured), or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

20. **CANCELLATION AND EXPIRATION NOTICE:** Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the City.

21. **BID BOND:** Non-revocable bid security payable to the City of El Mirage in the amount of 10% of the total bid price is required. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the City of El Mirage, Finance Department by the due date and time cited for this solicitation.

The City will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the City will:

- a. Issue a contract award notice for those offers accepted by the City;
- b. Return all checks to those who have not been issued a contract award notice.



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All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the contractor may be found to be in default and the contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the City of El Mirage Procurement Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

All bid bonds shall be executed on the Bid Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

22. **PERFORMANCE BOND:** The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price payable to the City of El Mirage.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the City of El Mirage, Finance Department within the time specified or ten (10) days after notice of award if no period is specified. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the City. In case of default the City reserves all rights.

All performance bonds shall be executed on the Performance Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

23. **PAYMENT BOND:** The contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the City of El Mirage.

Payment security shall be in the form of a payment bond, certified check or cashier's check.

All payment bonds shall be executed on the Payment Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.



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- 24. TAX FORMULA:** Each bidder shall apply the appropriate Transaction Privilege Tax in accordance with the Department of Revenue rules and procedures. The City of El Mirage Tax Rate is 9.3% applied to 65% of the total amount.
- 25. CONTRACT DEFAULT:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- If the contractor fails to make delivery of the materials/supplies or to perform the services within elements of the project schedule or the time specified; or
 - If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- 26. SUPPLEMENTAL PLANS AND SPECIFICATIONS:** These bid documents include supplemental plans and specifications prepared by Dibble Engineering and CivTech which are to be utilized along with the original documents prepared by Premier Engineering. Following is an overview of how the plans and specifications were packaged for use during the bidding process and for construction.
- Supplements to MAG Specifications are included in order. Sections prepared by Dibble Engineering or CivTech are delineated at the beginning and end of each applicable section. This have been done to protect the licensing authority of each engineer involved with this project.
 - Plan sets prepared by Dibble Engineering and CivTech supplement the original plans by Premier Engineering as noted and shown.
 - Supplemental Special Provisions are included in Attachments A, B and C of the Special Provisions. Directions given in these Supplemental Special Provisions supersede the original plans and specifications.
 - Bid Items in the Bid Schedule which are adjusted or added in any way by the supplemental plans, specifications or special provisions are delineated by an asterisk as well as shaded Bid Item Numbers.



QUESTIONNAIRE

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Please list a minimum of three (3) references whom the DCS -- Engineering Department may contact:

1. Company: _____
Contact: _____
Address: _____
Phone: _____

2. Company: _____
Contact: _____
Address: _____
Phone: _____

3. Company: _____
Contact: _____
Address: _____
Phone: _____



City of
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Arizona
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QUESTIONNAIRE

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Attach a copy of your Contractor's License to your bid submittal.



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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

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



BID BOND

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KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____
_____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____
, (hereinafter called the Surety), as Surety, are held and firmly
bound unto the City of El Mirage, (hereinafter called the Oblige) in the penal sum of Ten Percent (10%) of Bid Amount,
(Dollars) (\$ _____) lawful money of the United States of America, to be paid
to the order of the City of El Mirage, for the payment whereof, the said Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents and in conformance with A.R.S.
Section 34-201.

WHEREAS, the Principal has submitted a bid/proposal for:

NOW THEREFORE, if the Oblige shall accept the proposal of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Oblige the difference not to exceed the penalty of the Bond, between the amount specified in the bid/proposal and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by the bid/proposal, then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20____

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record



PERFORMANCE BOND

DCS - Engineering
12145 NW Grand Avenue
El Mirage, AZ 85335

Solicitation Number: EM13-ST04

Phone: (623) 876-2977
Fax: (623) 933-8418

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of
the State Of _____, with its principal office in the City of,
_____ (hereinafter called the Surety), as Surety, are

held and firmly bound unto the City of El Mirage (hereinafter called the Obligee) in the amount of
_____ (Dollars) (\$ _____), for the payment whereof, the said
Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____ 20__ , for the material, service or construction
described as _____

_____ is hereby
referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the
original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any
guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and
agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which
modifications to the surety being hereby waived; then the above obligations shall be void. Otherwise it remains in full force
and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2,
Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34,
Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as
may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20__

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record PERFORMANCE BOND



PAYMENT BOND

DCS – Engineering
12145 NW Grand Avenue
El Mirage, AZ 85335

Solicitation Number: EM13-ST04

Phone: (623) 876-2977
Fax: (623) 933-8418

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____,
a corporation organized and existing under the laws
of the State Of _____, with its principal office in the City of,
_____ (hereinafter called the Surety), as Surety, are held and
firmly bound unto the City of El Mirage (hereinafter called the Obligee) in the amount of
_____ (Dollars) (\$ _____), for the payment whereof, the said
Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____, 20__ , for the material, service or construction
described as _____ which contract
is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the
work provided for in said contract, then this obligation shall be void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2,
Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34,
Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as
may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20__

Principal _____ Seal _____

BY: _____

Surety _____ Seal _____

BY: _____

Agency of Record PAYMENT BOND



CONSENT OF SURETY

DCS – Engineering
12145 NW Grand Avenue
El Mirage, AZ 85335

Solicitation Number: EM13-ST04

Phone: (623) 876-2977
Fax: (623) 933-8418

CONSENT OF SURETY

DATE: _____

TO: City of El Mirage

Gentlemen:

The Contractor, _____, for City of El Mirage Contract Number: PW11-ST02 El Mirage Road-Peoria Avenue to Cactus Road, in Maricopa County, whose performance we have guaranteed by our Bond Number _____, has requested that we give our consent to the payment, at your option, of all monies due on his final estimate according to the provisions of his contract.

We hereby give our consent to the payment of the final estimate and agree that such action on your part will not operate to qualify or invalidate the Bond.

Sincerely,

By: _____

Seal of Surety

The Consent of Surety should be prepared on the surety's official stationery and it must be signed by a general officer of the corporation or by an attorney-in-fact. If signed by an attorney-in-fact, a power of attorney must be attached giving the attorney-in-fact specific authority to write Consent authorizing the release of monies and it must also bear the corporate seal.



AFFIDAVIT FOR SETTLEMENT OF CLAIMS

DCS – Engineering
12145 NW Grand Avenue
El Mirage, AZ 85335

Phone: (623) 876-2977
Fax: (623) 933-8418

Solicitation Number: EM13-ST04

**CONTRACTOR'S AFFIDAVIT
SETTLEMENT OF CLAIMS**

DATE: _____

PROJECT NO: EM13-ST04

NAME: El Mirage Road-Peoria Avenue to Cactus Road

TO: City of El Mirage

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment, and labor used in connection with the construction of the above, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ _____, as set forth in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of this project. The undersigned further agrees to indemnify and hold harmless _____ against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which _____ may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed at _____, this _____ day of _____, 2015.

(CONTRACTOR)

BY: _____

STATE OF ARIZONA)
)§
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public
My Commission Expires: _____



CITY OF EL MIRAGE

**ADDENDUM NO. 1
Roadway Improvements for El Mirage Road
from Cactus Road to 1,500 feet south of
Peoria Avenue
EM13-ST04**

DCS - Engineering
12145 N.W. Grand Ave.
El Mirage, Arizona 85335
Telephone: (623) 933-8318
Fax: (623) 933-8418

EM13-ST04

Solicitation Description: Roadway Improvements for El Mirage Road from Cactus Road to 1,500 feet south of Peoria Avenue City Project No. TT344

Addendum No. 1 Issue Date: March 17, 2015

The following items shall be incorporated into the bidding documents for this project:

1. Bid Schedule - Discard the original Bid Schedule and replace with the Bid Schedule included with this Addendum. Modifications to Bid Schedule include the following items:
 - a. Added Traffic Control – lump sum. TBD by the offeror
 - b. Added Uniformed Officer – Allowance of \$20K. Use by approval of Owner only.
 - c. Aggregate Base Course – Corrected Unit weights have caused revised quantities.
 - d. Intelligent Transportation System (ITS) – Minor material revisions and corresponding quantity revisions have been made to the ITS line items.
 - e. Pump Station Plans – Quantities have been added to the bid schedule for this scope of work.
 - f. Sidewalk Ramps – Unit of measure has been changed from s.f. to each.
 - g. Manhole adjustments – Line items have been added and quantities estimated for the various methods of manhole adjustments that are anticipated for this project. Quantities will be field-verified and paid for based on actual work completed.
2. Clarification regarding compensation for roadway grading – Line Item No. 205.01150 (Roadway Excavation) shall include all costs for roadway grading, including but not limited to export of excess material. It is the responsibility of each bidder to determine the best destination for excess material.
3. Clarification regarding compensation for retention basin grading – Line Item No. 215.0151 (Earthwork for Retention Basins) shall include all costs for retention basin grading, including but not limited to export of excess material. Final quantity for payment (cut only) will be based on a comparison between pre-construction and post-construction survey taken by the Contractor's surveyor of the retention basins to determine overall cut yardage.
4. APS Plans – Plans have been uploaded to the City ftp site. Final plans will be published after they are completed.
5. Traffic Signal Plans – Updated plans have been uploaded to the City ftp site. Disregard any previous versions of the traffic signal plans.



CITY OF EL MIRAGE

DCS - Engineering
12145 N.W. Grand Ave.
El Mirage, Arizona 85335
Telephone: (623) 933-8318
Fax: (623) 933-8418

ADDENDUM NO. 1 Roadway Improvements for El Mirage Road from Cactus Road to 1,500 feet south of Peoria Avenue EM13-ST04

EM13-ST04

6. Pump Station plans have been added to the City ftp site. Final plans will be published after they are completed.
7. Waterline plans have been added to the City ftp site.
8. Bike Lane Striping Plans have been added to the City ftp site.
9. Geotechnical Report has been added to the City ftp site.
10. Bid Alternates –
 - a. Reclaimed Asphalt Pavement and Roller Compacted Concrete - One existing detail exists for RAP for paved shoulder construction. This detail shall remain in place. In addition, a bid alternate has been added for bidders to propose the utilization of RAP and/or RCC in lieu of the asphalt base course in standard paving sections "A" and "B" Aggregate Base Course will remain the same. Bidders have the option to propose RAP and/or RCC along with cost savings associated with each option. The City of El Mirage may consider these potential cost savings while evaluating bids. Use of these alternate materials will not be considered for the final lift of asphalt. Special Provisions have been revised for these alternatives.

This addendum along with the items referenced in this addendum will become part of the contract documents for this project.

Addendum No. 1: Initials: _____ Date: _____



CITY OF EL MIRAGE

**ADDENDUM NO. 2
Roadway Improvements for El Mirage Road
from Cactus Road to 1,500 feet south of
Peoria Avenue
EM13-ST04**

DCS - Engineering
12145 N.W. Grand Ave.
El Mirage, Arizona 85335
Telephone: (623) 933-8318
Fax: (623) 933-8418

EM13-ST04

Solicitation Description: Roadway Improvements for El Mirage Road from Cactus Road to 1,500 feet south of Peoria Avenue City Project No. EM13-ST04

Addendum No. 2 Issue Date: March 25, 2015

The bid due date of **April 9, 2015** has been postponed until further notice. The bid schedule and plans are being restructured to better appropriate the needs of the project. All bid modifications will be distributed to eligible bidders in Addendum No. 3. All prospective bidders that attended the mandatory pre-bid meeting on March 18, 2015, will be considered eligible bidders and will have an opportunity to bid on Project No. EM13-ST04. The updated bid schedule will be posted at least two weeks before the updated bid due date.

Note: The non-mandatory site visit of the booster station, April 2, 2015 at 9:00am, will remain scheduled. Parking is available along Peoria west of El Mirage.

Addendum No. 1: Initials: _____ Date: _____



CITY OF EL MIRAGE

DCS - Engineering
12145 N.W. Grand Ave.
El Mirage, Arizona 85335
Telephone: (623) 933-8318
Fax: (623) 933-8418

**ADDENDUM NO. 3
Roadway Improvements for El Mirage Road
from Cactus Road to 1,500 feet south of
Peoria Avenue
EM13-ST04
TT344 (PHASE 2)**

**EM13-ST04
TT344 (PHASE 2)**

**Solicitation Description: Roadway Improvements for El Mirage Road from Cactus Road to 1,500 feet south of Peoria Avenue
City Project No. EM13-ST04 – TT344**

Addendum No. 3 Issue Date: May 8, 2015

1) ITEMS LIST:

- Plan Revisions
 - Dibble median plans
 - LSD median landscaping and irrigation plans
 - CivTech – revised plans
 - **Provided prospective bidders with full set of plans**
 - No new plans from utilities provided
- RAP specification update
- RCC specification update
- Revise Bid Schedule

2) SCHEDULE UPDATE

- **May 28, 2015 3:00pm, Arizona Time – Bid Due Date**
- **June 1, 2015 3:00pm, Arizona Time – Award Selection**

Addendum No. 3: Initials: _____ Date: _____



CITY OF EL MIRAGE

DCS - Engineering
12145 N.W. Grand Ave.
El Mirage, Arizona 85335
Telephone: (623) 933-8318
Fax: (623) 933-8418

ADDENDUM NO. 4
Roadway Improvements for El Mirage Road
from Cactus Road to 1,500 feet south of
Peoria Avenue
EM13-ST04
TT344 (PHASE 2)

EM13-ST04
TT344 (PHASE 2)

Solicitation Description: Roadway Improvements for El Mirage Road from Cactus Road to 1,500 feet south of Peoria Avenue
City Project No. EM13-ST04 – TT344

Addendum No. 4 Issue Date: May 12, 2015

1) BID SCHEDULE ITEM UPDATE:

The following Bid Schedule items have been edited and updated

- **618.20424** (*from Each to Linear Feet*)
- **618.20524** (*from Each to Linear Feet*)

The following Bid Schedule item has been deleted

- **462.01705**

Addendum No. 4: Initials: _____ Date: _____



CITY OF EL MIRAGE

DCS - Engineering
12145 N.W. Grand Ave.
El Mirage, Arizona 85335
Telephone: (623) 933-8318
Fax: (623) 933-8418

ADDENDUM NO. 5
Roadway Improvements for El Mirage Road
from Cactus Road to 1,500 feet south of
Peoria Avenue
EM13-ST04
TT344 (PHASE 2)

EM13-ST04
TT344 (PHASE 2)

Solicitation Description: Roadway Improvements for El Mirage Road from Cactus Road to 1,500 feet south of Peoria Avenue City Project No. EM13-ST04 – TT344

Addendum No. 5 Issue Date: May 14, 2015

1) SCHEDULE UPDATE

- **June 4, 2015 3:00pm, Arizona Time – Bid Due Date**
- **June 8, 2015 3:00pm, Arizona Time – Official Award Selection**
- **Addendum 4 Bid Schedule is the latest Bid Schedule.**

2) MATERIAL SCHEMATIC

- **Manhole cover with City Logo (Storm Sewer)**
- **Manhole cover with City Logo (Sanitary Sewer)**

Addendum No. 5: Initials: _____ Date: _____

MATERIAL: CAST GRAY IRON ASTM A-48, CLASS 35, AASHTO M306
DRAWING NOT TO SCALE



2" RAISED LETTERS
FLUSH WITH TOP OF
COVER



OPEN PICKSLOT

NOTES:

1. MANHOLE COVER DIMENSIONS MUST ADHERE TO MAG STANDARD DETAILS 423 OR 424.
2. ALL MATERIALS SHALL CONFORM TO THE LATEST MAG SPECIFICATIONS.
3. MANHOLE COVER IS NEENAH FOUNDRY PRODUCT NO. DF-1296-T.



City of
EL MIRAGE

Arizona

GRAND HERITAGE, BRIGHT FUTURE!

MANHOLE COVER WITH CITY LOGO

APPROVED BY:

CITY ENGINEER

REVISION DATE: 05/2015

STANDARD DETAIL NO.

423



CITY OF EL MIRAGE

DCS - Engineering
12145 N.W. Grand Ave.
El Mirage, Arizona 85335
Telephone: (623) 933-8318
Fax: (623) 933-8418

ADDENDUM NO. 6
Roadway Improvements for El Mirage Road
from Cactus Road to 1,500 feet south of
Peoria Avenue
EM13-ST04
TT344 (PHASE 2)

EM13-ST04
TT344 (PHASE 2)

Solicitation Description: **Roadway Improvements for El Mirage Road from Cactus Road to 1,500 feet south of Peoria Avenue**
City Project No. EM13-ST04 – TT344

Addendum No. 6 Issue Date: **May 22, 2015**

1) BID SCHEDULE ITEM UPDATE:

The following Bid Schedule items have been edited and updated

- **420.0018** (*Quantity Change*)

The following Bid Schedule item has been deleted

- **325.20000**
- **420.0300**

The following Bid Schedule item has been added

- **420.0400** (*New Line*)

2) SPECIAL PROVISION UPDATE

- **461.1 - Painted Bike Lane**



CITY OF EL MIRAGE

DCS - Engineering
12145 N.W. Grand Ave.
El Mirage, Arizona 85335
Telephone: (623) 933-8318
Fax: (623) 933-8418

ADDENDUM NO. 6
Roadway Improvements for El Mirage Road
from Cactus Road to 1,500 feet south of
Peoria Avenue
EM13-ST04
TT344 (PHASE 2)

EM13-ST04
TT344 (PHASE 2)

3) NEW QUESTIONS & ANSWERS POSTED TO THE WEBSITE

- <http://www.cityofelmirage.org/index.aspx?NID=482>

4) QUESTION CUT-OFF DATE

- The City of El Mirage will only accept questions up to May 29, 2015, 3:00PM (Arizona Time)
- The City of El Mirage will post answers to question no later than June 1, 2015, 3:00PM (Arizona Time)

5) ATTACHMENTS

- A copy of the City's updated Traffic Signal Qualified Products List is attached to the questions and answers dated May 22, 2015.

Addendum No. 6: Initials: _____ Date: _____



CITY OF EL MIRAGE

DCS - Engineering
12145 N.W. Grand Ave.
El Mirage, Arizona 85335
Telephone: (623) 933-8318
Fax: (623) 933-8418

ADDENDUM NO. 7
Roadway Improvements for El Mirage Road
from Cactus Road to 1,500 feet south of
Peoria Avenue
EM13-ST04
TT344 (PHASE 2)

EM13-ST04
TT344 (PHASE 2)

Solicitation Description: Roadway Improvements for El Mirage Road from Cactus Road to 1,500 feet south of Peoria Avenue City Project No. EM13-ST04 – TT344

Addendum No. 7 Issue Date: June 1, 2015

1) BID SCHEDULE ITEM UPDATE:

The following Bid Schedule items have been edited and updated

- **705.1000** (*Quantity change*)
- **610.02006** (*Unit of measure change form EA. to LF.*)

The following Bid Schedule items have been deleted

- **704.3000**
- **704.4000**
- **704.5000**
- **704.6000**
- **704.7000**
- **704.8000**
- **704.9000**
- **705.2000**
- **705.3000**
- **705.4000**
- **705.5000**
- **705.6000**



CITY OF EL MIRAGE

DCS - Engineering
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El Mirage, Arizona 85335
Telephone: (623) 933-8318
Fax: (623) 933-8418

ADDENDUM NO. 7
Roadway Improvements for El Mirage Road
from Cactus Road to 1,500 feet south of
Peoria Avenue
EM13-ST04
TT344 (PHASE 2)

EM13-ST04
TT344 (PHASE 2)

2) SPECIAL PROVISION UPDATE:

- **350.3 Miscellaneous Removals and Other Work**
- **401.2 Variable Message Boards**
- **618.2 Materials**

3) NEW QUESTIONS & ANSWERS POSTED TO THE WEBSITE:

- <http://www.cityofelmirage.org/index.aspx?NID=482>

4) INVITATION TO BID EDIT:

- Paragraph 18 d. – Builder’s Risk (Property) Insurance. Will be stricken and not replaced.

Addendum No. 7: Initials: _____ Date: _____



City of El Mirage, Arizona



Notice of Invitation to Bid

Invitation to Bid No:	EM13-ST04	Bid Due Date:	April 9, 2015
Materials and/or Services:	Roadway Improvements for El Mirage Road	Time:	3:00 p.m. (local time)
Bid Location:	DCS - Engineering 12145 NW Grand Avenue El Mirage, Arizona 85335	Contact:	Cadle Collins
		E-mail:	ccollins@cityofelmirage.org

In accordance with City of El Mirage Procurement Code competitive sealed bids for the material or services specified will be received by the City of El Mirage DCS - Engineering at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of El Mirage DCS - Engineering on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of El Mirage Procurement Code. *Bids shall be submitted in a sealed envelope with the Invitation to Bid number and the bidder's name and address clearly indicated on the front of the envelope.* All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the entire Invitation to Bid Package.

OFFER

To the City of El Mirage:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation to Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of El Mirage Standard Terms and Conditions.

Arizona Transaction (Sales) Privilege
Tax License Number: 07-274948-C

Federal Employer Identification
Number: 86-0455988

Sunland Inc. Asphalt and Sealcoating
Company Name
3002 S. Priest Drive
Address
Tempe AZ 85282
City State Zip Code

For clarification of this offer contact:

Name: Roger Eischen
Telephone: 602-288-4667

Authorized Signature for Offer

Roger Eischen
Printed Name

Senior Vice President
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of El Mirage Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed *Purchase Order*.

Attested by:
Sharon Antes, City Clerk

City Seal

City of El Mirage, Arizona. Eff. Date: _____

Approved as to form:

Robert Hall, City Attorney

Awarded on _____

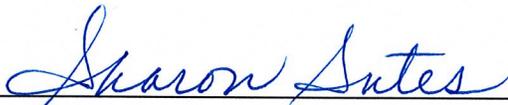
Dr. Spencer A. Isom, City Manager

El Mirage Road- Peoria Avenue to Cactus

EMF13-ST04 - TT344

Bid Due Date Due: Thursday, June 4, 2015 3:00PM

Base Bid - Conventional Asphalt			
Contractor	Total Base Bid As Submitted	Total Adjusted Base Bid	Rank
Sunland Asphalt	\$ 6,366,739.80	\$ 6,366,739.80	1
Combs Construction	\$ 6,394,340.65	\$ 6,395,063.65 ¹	2
Nesbit Contracting Co.	\$ 6,518,866.75	\$ 6,533,866.75 ¹	3
Markham Contracting	\$ 6,973,542.32	\$ 6,977,304.32 ¹	4
Banicki Construction	\$ 7,217,259.80	\$ 7,217,259.80	5
Ricor Inc.	\$ 7,275,439.65	\$ 7,275,439.65	6
Low Mountain	\$ 7,412,632.85	\$ 7,409,032.70 ¹	7
CSW Contractors	\$ 8,020,203.47	\$ 8,020,203.47	8



City Clerk



Witness

(1) Adjusted Base Bid calculated in accordance with MAG Standard Specification 103.1

El Mirage Road- Peoria Avenue to Cactus

EMF13-ST04 - TT344

Bid Due Date Due: Thursday, June 4, 2015 3:00PM

Alternate 1 - Recycled Asphalt			
Contractor	Alternate 1 As Submitted	Total Adjusted² Alternate 1	Rank
Sunland Asphalt	No Bid	No Bid	
Combs Construction	\$ 880,855.00	\$ 6,388,315.65	1
Nesbit Contracting Co.	No Bid	No Bid	
Markham Contracting	\$ 994,125.00	\$ 7,007,429.32	2
Banicki Construction	\$ 921,825.00	\$ 7,205,209.80	3
Ricor Inc.	\$ 964,000.00	\$ 7,456,189.65	5
Low Mountain	\$ 1,137,761.00	\$ 7,451,328.20	4
CSW Contractors	\$ 966,410.00	\$ 7,925,008.47	6



City Clerk



Witness

(2) Total Adjusted Alternate 1 calculated by replacing Bid Item 321.003 with Alternate 1 As Submitted

El Mirage Road- Peoria Avenue to Cactus

EMF13-ST04 - TT344

Bid Due Date Due: Thursday, June 4, 2015 3:00PM

Alternate 2 - Roller Compacted Concrete			
Contractor	Total Alternate 2 As Submitted	Total Adjusted³ Alternate 2	Rank
Sunland Asphalt	No Bid	No Bid	
Combs Construction	\$ 1,769,850.00	\$ 6,922,757.82	2
Nesbit Contracting Co.	\$ 1,415,880.00	\$ 6,653,770.75	1
Markham Contracting	No Bid	No Bid	
Banicki Construction	\$ 3,244,725.00	None ⁴	
Ricor Inc.	\$ 235,980.00	None ⁵	
Low Mountain	\$ 2,180,455.20	None ⁵	
CSW Contractors	\$ 1,775,749.50	None ⁴	



City Clerk



Witness

(3) Total Adjusted Alternate 2 calculated by replacing portions of Bid Items 310.03260, 321.00300, and 329.02000 with Alternate 2 As Submitted in accordance with the proposed pavement section

(4) J Banicki Construction and CSW Contractors did not include all of the required documentation with their Alternate 2 Bid

(5) Ricor and Low Mountain did not include any of the required documentation with their Alternate 2 Bid