

**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, JANUARY 5, 2016**

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. 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.

IV. 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 Work Session and Regular Council Meeting held Tuesday, December 1, 2015. (City Clerk)
2. Consideration and action to approve Resolution R16-01-01 in continued support of the Tohono O'odham Nation's Desert Diamond Casino – West Valley Project. (Administration)
3. Consideration and action to approve revenue and expense budget transfers from the Special Projects Fund to the Community Development Block Grant (CDBG) Fund. (Finance)

V. REGULAR AGENDA

- A. Public hearing, closure of public hearing, followed by consideration and action to adopt Ordinance O16-01-01 amending City Code Section §50.066 DEPOSITS; SERVICE CONNECTIONS CHARGES; INTERRUPTION FEES. (B), requiring developers and property owners to be responsible for off-site utility improvements. (Development & Community Services)
- B. Consideration and action to authorize the City Manager to enter into a construction contract with Axiom Contracting, LLC to construct a new water main along El Mirage Road between Thunderbird Road and Santa Fe Lane in an amount not to exceed \$579,827 including contingency. (Development & Community Services)
- C. Consideration and action to utilize a Mohave County JOC with Southwest Waterworks Contractors for repair services to the City's well sites "as-needed" in an amount not-to-exceed \$100,000 annually based on budget authorization and contract renewal/ extensions. (Public Works)
- D. Consideration and action to utilize a City of Peoria JOC with Felix Construction to repair the Odor Scrubbers and Chemical Storage system at the Wastewater Treatment Facility, in an amount not-to-exceed \$109,000. (Public Works)
- E. Consideration and action to utilize a City of Peoria JOC with Felix Construction, for labor associated with repairing the Fine Screen and Grit Removal System at the Wastewater Treatment Facility, in an amount not-to-exceed \$102,000.. (Public Works)
- F. Consideration and action to approve a sole source purchase, from Goble Sampson Associates, for parts and equipment to rebuild the Fine Screen and Grit Removal system at the Wastewater Treatment Facility, in an amount not-to-exceed \$217,000. (Public Works)

VI. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions. Items to be discussed will include, but not be limited to, the following:

1. El Mirage Public Safety Day
2. New Employees

VII. 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.

VIII. 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 JANUARY 5, 2016

I hereby certify that this agenda was posted by 5:00 p.m. on December 21, 2015 at the following locations: 1) the City of El Mirage Exterior Bulletin Board at 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: <u>12/18/2015</u>	TYPE OF ACTION:	SUBJECT: Consideration and action to approve minutes of the Work Session and Regular Council Meeting held Tuesday, December 1, 2015.
DATE ACTION REQUESTED: <u>01/05/2016</u>	<input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____	
<input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> OTHER: <u>Approval of Minutes</u>	

TO: Mayor and Council
FROM: Sharon Antes, City Clerk <i>SA</i>
RECOMMENDATION: Approve minutes from the December 1, 2015 Work Session and Regular Council meeting.
PROPOSED MOTION: I move to approve the minutes of the December 1, 2015 Work Session and Regular Council Meeting as presented.
ATTACHMENTS: Draft Minutes

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:

R Nilles
Robert Nilles

12/18/15
Date

Approved as to Form:

Robert M. Hall
Robert M. Hall

12/18/2015
Date

City Manager:

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

12/18/15
Date

**WORK SESSION OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
5:00 P.M. TUESDAY, DECEMBER 1, 2015**

Minutes

I. ROLL CALL

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

II. CALL TO ORDER

The meeting was called to order at 5:00 PM
Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

III. PRESENTATION

P1. Presentation of the City of El Mirage FY 2014/15 Annual Financial Report (Finance)

Finance Director Robert Nilles explained this presentation is to review for Council the Annual Financial Report for FY 2014/15. The PowerPoint presentation is divided into two parts; the first part is a presentation by the auditors and the second part is a presentation by City Staff. Since the auditors were caught in traffic and had not arrived by the beginning of this work session, Mr. Nilles gave the staff report first. He explained who would use an Annual Financial Report and the basic format of the various report sections as well as differentiating between business-type activities and government-type activities.

Mr. Nilles provided a comparison of assets, liabilities, and net worth between 2014 and 2015 and showed revenue and expense charts representing percentages of various types of income and costs. He pointed out that cash increased from \$40 to \$46 million noting the Utility Fund reserves have increased in accordance with the utility rate study and that cash will decrease in coming years for major capital projects. Liabilities increased from \$51 to \$64 million primarily because of pension obligations and related required reporting. Capital Assets remained constant at \$98 million, with \$56 million in governmental assets and \$42 million in business-type assets. He also explained the difference between ASRS (Arizona State Retirement System) which covers non-MOU employees and retired public safety police officers and PSPRS (Public Safety Personnel Retirement System) which covers Police and Fire personnel; ASRS is a shared statewide funding responsibility and the PSPRS is a direct funding responsibility of the City.

Auditors Aaron VanWinkle and Mike Hoerig arrived at 5:38 and continued the Work Session with their portion of the presentation. They reported Heinfeld, Meech & Co., P.C. specializes in audits of governmental entities with offices in Tucson, Phoenix, and Flagstaff. They are the auditors of various governmental entities in the State of Arizona, including Cities and Towns, County Governments, and Special Purpose Governments and Districts. They have been the City's auditors since FY 2006/07.

Audit procedures have been completed with financial statements (CAFR) being reviewed and an unmodified (clean) audit opinion has been issued. The Annual Expenditure Limitation Report (ELR) is to be issued. The report on internal control (in accordance with GAS) determined no audit findings were reported and no single audit will be required for fiscal 2015. The Governance Communication Letter reported no difficulties in performing the audit, no presentation/disclosure disagreements with management and no uncorrected misstatements identified.

Financial highlights were reviewed with Council and the new Governmental Accounting Standards Board (GASB) Statement No. 68, *Accounting and Financial Reporting for Pensions* that was implemented in fiscal year FY 2014/15 was explained. The GASB Statement No. 68 provides for recognition of new pension liability (NPL) on City financial statements. Year-to-year NPL fluctuations are expected with changes caused by City employment levels, pension benefit structure and pension plan investment returns.

Mayor Mook commented on the amount of work invested on the PSPRS topic at the State level, at the League of Arizona Cities and Towns and on a League sub-committee reviewing PSPRS. She asked if there are any new processes to prevent future poor investments to which Mr. Nilles responded that auditors cannot identify investment shortfalls. Mr. Nilles served on the League sub-committee and explained that the PSPRS Board oversees investments and are not required to be either experts or professionals in pension investments. The League made a recommendation in the sub-committee's "Yardstick" document to require board members to understand pension plans and investments and/or hire financial professionals to make investments to prevent future bad investments.

Councilor Jones thanked the Finance Department for an excellent job. Mr. Nilles passed the honor to Dr. Isom who he stated is a strong leader and permits staff to do what they need to do. Each department provides a lot of information and research for submission to Finance in preparation of these reports.

Councilor Shapera asked about the savings of \$594K noted in the General Government expenditures and was informed by Mr. Nilles that it was a savings due to lower than projected jailhouse costs in unspent Council contingency. Councilor Shapera also commented on what appeared to be a savings of \$1M in public safety personnel expenditures and was advised by Mr. Nilles that the FY 2014/15 Budget showed overtime in both the salary portion and in the overtime portion so the "savings" was a reflection of the double budgeting.

Councilor Delgado stated the report is a job well done and he commented that he sees constant improvement each year. He thanked Dr. Isom and the Finance Department.

Vice Mayor Ramirez stated the projections show liabilities are anticipated to increase in 2018 and asked if completion of major projects would help offset anticipated increases reported at this meeting. Mr. Nilles advised that the debt ratio will, indeed, improve as major projects are completed and the associated debts are paid; once completed, the projects will become City assets.

Dr. Isom thanked Heinfeld & Meech & Co., PC for presenting the audit results and stated the audit process has improved with a systematic approach. The focus has been on being conservative and up front with any major changes from year to year. The City's "story" is clearly understood by Heinfeld & Meech and is broader than just one aspect. In the broader picture, the Public Safety costs have gone up because of Council's goals for improvement and the additional, and unanticipated, PSPRS liability. The City is moving in the right direction financially and a good example is the recent purchase of water credits to offset the inevitable increase in costs to purchase water in the future. Remaining consistent and conservative will ensure the ability to continue with clean audits. He commended Council, Staff, Mr. Nilles and Ms. Eusebio, Heinfeld and Meech and the City's financial advisors, Piper Jaffrey, for the current stable financial condition. Dr. Isom was pleased to also report that the City most recently was elevated from a financial rating of A+ to AA- by Standard & Poor's rating agency.

- IV. **ADJOURNMENT** - The Work Study was adjourned at 6:20 PM.

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
FOLLOWING WORK SESSION - TUESDAY, DECEMBER 1, 2015**

Minutes

I. ROLL CALL

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

II. CALL TO ORDER

The meeting was called to order at 6:20 PM.
Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

III. PROCLAMATION

PR1. Proclamation to recognize December, 2015 as Impaired Driving Prevention Month (Police Department)

Police Chief Terry McDonald presented the proclamation as a reminder of the problems with impaired driving, particularly at this time of year. State and municipal entities across the state are vested partners in the GOHS DUI Program.

Mayor Mook stated, NOW, THEREFORE, I, Mayor of El Mirage, do hereby proclaim December 2015 as National Impaired Driving Prevention Month. I urge all citizens to make responsible decisions and take appropriate measures to prevent impaired driving.

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.

No Comment Cards were received.

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, November 3, 2015 and minutes of the Special Council Meeting held Thursday, November 19, 2015. (City Clerk)
2. Consideration and action to approve destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41.151.19. (City Clerk)
3. Consideration and action to accept the June 30, 2015 Annual Financial Report as an official record of the City of El Mirage. (Finance)
4. Consideration and action to authorize the Finance Director to transfer two (2) full-time equivalent positions from the Streets (HURF) budget to the Parks (General Fund) budget. (Public Works)

Vice Mayor Ramirez moved to approve all items listed on the Consent Agenda as presented; seconded by Councilor Delgado. Motion carried unanimously (7/0).

VI. REGULAR AGENDA

A. Consideration and action to adopt the 2015 Arizona Mutual Aid Compact. (Fire)

Fire Chief Jim Wise explained the updated revisions to an existing compact which does not obligate the City of El Mirage to supply a resource if it is not in the City's best interest to do so, but if the City chooses to supply a resource, the City can then seek reimbursement. This addition is being added at the five year renewal period.

Mayor Mook asked if there were any huge differences between the old and new contracts and Chief Wise answered the only change was the process for charging for services as explained.

Vice Mayor Ramirez moved to adopt the 2015 Arizona Mutual Aid Compact as presented; seconded by Councilor Palladino. Motion carried unanimously (7/0).

B. Consideration and action to approve Ordinance O15-12-11 by reference through Resolution R15-12-21 authorizing the City Manager to execute quit claim deeds to convey certain parcels of City property within the Sundial West 3 Subdivision. (Development & Community Services).

Development and Community Services Director/City Engineer Jorge Gastelum reported a proposed revision to the Ordinance being considered is recommended as follows:

“WHEREAS, should the City require additional right-of-way for roadway widening, lengthening, or expansion, the Sundial West 3 Homeowner Association shall convey, transfer, and dedicate the needed property back to the City. The reversion of the subject property shall be at no cost to the City and made without undue delay.”

He presented a map showing the location of Sundial West III and stated Sundial West III HOA's contribution is \$489,298 for entry monuments, park equipment, landscaping and irrigation operations and maintenance. The City cost is \$6,960 for legal descriptions, exhibits and appraisals and the estimated land value is \$420,652.

Mayor Mook added that the additional “Whereas” in the proposed Ordinance was recommended by City Attorney Robert Hall to protect the City's potential needs for right-of-way in the future. Mr. Gastelum advised that he had obtained concurrence from the HOA for this condition to be added to the proposed Ordinance.

Councilor Shapera asked if this agreement would have any effect on the recently approved CareScape, Inc. landscape agreement and was advised by Dr. Isom there would be no impact with the approval of this ordinance.

Vice Mayor Ramirez moved to approve Ordinance O15-12-11 by reference through Resolution R15-12-21 authorizing the City Manager to execute quit claim deeds to convey certain parcels of City property within the Sundial

West 3 Subdivision including the proposed additional “Whereas” recommended by the City Attorney; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- C. Consideration and action to approve Resolution R15-12-21 declaring as public record that certain document titled Ordinance O15-12-11 to convey real property, located in the Sundial West 3 Subdivision, to the Sundial West 3 Homeowners Association. (Development & Community Services)

Mr. Gastelum reported this Resolution is related to the previous item and is the process allowed by State law to facilitate publishing lengthy ordinances.

Vice Mayor Ramirez moved to approve Resolution R15-12-21 declaring as a public record that certain document titled Ordinance O15-12-11 to convey real property located in the Sundial West 3 Subdivision, to the Sundial West 3 Homeowners Association; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- D. Consideration and action to authorize the City Manager to enter into a construction contract with Sunland Asphalt, in the amount of \$163,058.50 including contingency, to construct a new sanitary sewer line along El Mirage Road and the Mountain View Road alignment. (Development & Community Services)

Development and Community Services Director/City Engineer Jorge Gastelum explained the need to extend the existing sanitary sewer to the future City Hall property on Mountain View Road and stated the project was included in the FY 2016-2020 Capital Improvements Plan with a budget of \$165,000 for design and construction. City staff provided an in-house design and advertised the project in October 2015. Four bids were received and Sunland Asphalt provided the lowest bid at \$148,235.00. The project includes approximately 1,100 linear feet of 8-inch and 12-inch PVC sewer that runs along El Mirage Road and the Mountain View Road alignment. A service line will be installed for the future connection of the City Hall building; total project costs, including contingency, will be \$163,558.50.

Vice Mayor Ramirez moved to authorize the City Manager to enter into a construction contract with Sunland Asphalt, in the amount of \$163,058.50 including contingency, to construct a new sanitary sewer line along El Mirage Road and the Mountain View Road alignment; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- E. Public hearing, closure of public hearing, followed by consideration and action to adopt Ordinance O15-12-12 to amend Section §154.052 PERMITTED USE BY ZONE, that will restore the Religious Assembly use in Rural Area (RA) and Suburban Neighborhood (SN) zoning districts. (Development & Community Services)

Mayor Mook opened the Public Hearing.

Development and Community Services Director/City Engineer Jorge Gastelum reported a correction to Ordinance O15-10-08 approved on October 6, 2015 was necessary, which was approved with an inadvertent error that omitted the "C" (conditional use) designation in RA (Rural Area Zone) and SN (Suburban Neighborhood Zone) for Religious Assembly. The two areas omitted were not part of the ordinance amendment approved in October and the proposed Ordinance being considered at this meeting is only to re-instate the "C" designation which should have been included in the October ordinance.

Mayor Mook asked if this had caused any problems to which Mr. Gastelum responded no problems had been encountered and he explained this correction is a housekeeping issue discovered by the City Clerk; he thanked City Clerk Sharon Antes for bringing this forward.

No public comments were received and Mayor Mook closed the Public Hearing.

Vice Mayor Ramirez moved to adopt Ordinance O15-12-12 to correct Section §154.052 PERMITTED USE BY ZONE, that will restore the Religious Assembly conditional use in Rural Area (RA) and Suburban Neighborhood (SN) zoning districts; seconded by Councilor Delgado. Motion carried unanimously (7/0).

VII. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions. Items to be discussed will include, but not be limited to, the following:

1. Christmas Tree Lighting Ceremony

Dr. Isom reported the 2015 Christmas Tree Lighting Ceremony will be held Friday, December 4th from 5:00-9:00 PM at Gentry Park and invited all to attend to witness the lighting of the new 30-foot Christmas Tree and enjoy an evening of rides, food, music, arts and crafts and a free photo with Santa.

2. Noise Complaint Update

Police Chief Terry McDonald gave an update regarding a resident complaint of noise in the Pueblo Resort area. He met with resident Dan Dotson and other residents on November 10, 2015 along with participating team members Assistant Police Chief Laura Luizzo, Sgt. Robert Peoples, Lt. Randy Stewart, and a Code Enforcement Officer. It was a good meeting and several issues were discussed. Speed of vehicles had been identified as an issue and he reported the results of the Police Department speed checks which showed only a very small number of vehicles were actually speeding but the sound of gear shifts could be the problem with trucks in the area. Chief McDonald also met with neighboring businesses who are genuinely concerned with solutions to noise issues raised. He stated a number of solutions being considered are increasing the height of the wall on the north side of Peoria Avenue (Pueblo side), installing an eight foot wall along the south side of Peoria as part of the

road improvement project currently underway, re-arranging ingress/egress patterns, and options for decreasing traffic along Peoria during the problem time period. He stated Mr. Dotson believes there has been a significant drop in noise which signifies changes at the businesses and Chief McDonald will continue to work with both groups to solve these issues.

Chief McDonald further reported that a meeting with the Dysart Community Center (DCC) will take place on December 2nd at 10:00 AM. Iva Rody, Assistant Chief Luizzo and Chief McDonald will be present and will give a tour of the station and a presentation regarding how the City can and will work with DCC to work together toward common goals and solutions.

Chief McDonald reported he recently attended a police academy graduation and is excited to see young people moving forward into law enforcement. He thanked Human Resources Sandra King for the assistance of her department with the new recruitment procedure. He then introduced the following new police employees:

Brian Castineda is 21 years old and graduated from Desert Edge High School in Goodyear. He has been very active working at the academy and with the El Mirage Police Department. Mr. Castineda addressed Council stating he has enjoyed every day he has been here and that there is a feeling of family and unity in the police department.

Thomas Dominguez is 23 years old and graduated from Glendale High School in 2010. He has three Associate Degrees from Estrella Mountain Community College in General Education, Arts and General Studies with distinction. Officer Dominguez stated he is glad to be here and thankful for the opportunity in an honorable profession.

Salvador Rey Montez is 38 years old and graduated from Flagstaff High School; he also earned a Bachelor of Science degree from Sterling College in Kansas. He left American Trust to come to the City of El Mirage. Mr. Montez stated he is very excited to be in El Mirage with the Police Department.

Dr. Isom stated he is very pleased that the Police Department has problem solvers who are determining issues and resolutions on behalf of the community.

3. New Employees

Deputy City Manager Larry Dobrosky introduced Wayne Smith as the new Parks Supervisor in Public Works. Mr. Smith has 30 years of experience and comes to the City with experience in golf course management. He worked at the Fairmont Scottsdale Princess for several years then moved to the Phoenician, winning awards at each entity. He has an Associate's Degree in Ornamental Horticulture from Arizona State, is a certified nursery professional and a certified arborist and is currently working on the next level as an arborist. He is married with two children, has numerous pets and is a Mini-Cooper enthusiast. Mr. Smith addressed Council

stating he is happy to be here and is learning how the City works. He has wanted to do this for years and feels lucky to have CareScape, Inc. under contract with the City.

Court Services Director Rod Wettlin introduced new Court employee Brittany Capanini who comes to El Mirage by way of New York. She has no specific Court experience so he is looking forward to training her to meet the needs of the City. Mr. Wettlin thanked Human Resources Director Sandra King and her staff for assisting in the hiring process. Ms. Capanini addressed Council and expressed her gratitude for taking a chance on someone with no experience. Her father is a Police Detective and is excited to have her following in his footsteps in a similar line of work.

Dr. Isom stated the Court shows a marked difference in the professional organization of the Court operation and congratulated Mr. Wettlin and Judge Morgan.

4. **Pancake Christmas Breakfast**

The El Mirage Firefighters Charities will host a Christmas Pancake Breakfast on Saturday, December 12th at 8:00 AM at the El Mirage Fire Station. They will be accepting donations in the form of cash, new unwrapped toys and/or new clothing for their Toys-for-Kids toy drive for the holiday season.

5. **Home Improvement Program**

Maricopa County will be hosting a workshop on their Home Improvement Program at the El Mirage Senior Center from 1:30-3:30 PM on Tuesday, December 15, 2015. This informational workshop is free to the public and will educate on ways of providing safe and suitable housing options to residents.

6. **Community Uplift Program**

The Community Uplift Program completed 14 projects in conjunction with Make-A-Difference Day on October 24th and November 7th. Most of the work involved property cleanup, landscaping, painting house trimming, and weeding at the Community Garden. The CUP committee is forming sound working relationships with a solid volunteer base from Dysart High School, Sunset View Baptist Church, Dysart Community Center and Reveal Church of the Vineyard. Dr. Isom offered special thanks to the following El Mirage businesses for their generous donations to these events:

- Southwest Landscape Materials – donated rock for streetscape at one home
- Wal-Mart – donated paint for a project house
- Urban Greenhouse – donated 200 heavy duty lawn and leaf bags
- Walgreen's – donated bottled water
- Domino's Pizza – donated pizza for volunteers lunches
- Mario's Pizza – donated salads for volunteers lunches
- Family Dollar Store – donated sodas for volunteers lunches (personally provided by Store Manager Leticia)

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.

Vice Mayor Ramirez attended the recent Goodwill Ribbon Cutting ceremony and commented on the message that was sent by the Public Affairs Department for the Goodwill Industry thanking the City for their support and warm welcoming of Goodwill to the City.

Councilor Jones reported he became a victim when he had an "uninvited backyard visitor" recently and thanked the Police Department personnel who responded in a very timely manner and who chased the individual over fences. It was an outstanding job by the Police Department.

IX. ADJOURNMENT

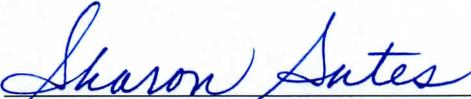
The meeting was adjourned at 7:15 PM.

Lana Mook, Mayor

ATTEST:

Sharon Antes, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the Work Session and Regular Meeting held on December 1, 2015 and a quorum was present.



Sharon Antes, City Clerk

RESOLUTION R16-01-01

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, SUPPORTING THE TOHONO O’ODHAM NATION DESERT DIAMOND CASINO – WEST VALLEY PROJECT

WHEREAS, the City of El Mirage is located in the West Valley near the Tohono O’odham Nation’s property from 91st to 95th Avenues along Northern Avenue; and

WHEREAS, the Tohono O’odham Nation and its representatives and the City of El Mirage have been working together, including residents and business owners, to support the Desert Diamond Casino – West Valley Project on the Tohono O’odham Nation’s land; and

WHEREAS, there have been many decisions by courts and federal agencies affirming the Tohono O’odham Nation’s right to move forward with this West Valley Project; and

WHEREAS, legal authorization exists for the Tohono O’odham Nation to operate the Desert Diamond Casino – West Valley Project under relevant federal law and the Tribe’s compact with the State of Arizona; and

WHEREAS, the Desert Diamond Casino – West Valley Project has created 1,800 permanent jobs and the Tribe has invested \$200 million into the local economy; and

WHEREAS, this project is a major entertainment destination for the West Valley and will attract substantial tourism dollars to our region, benefitting our community and other West Valley communities;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of El Mirage that this resolution affirms our commitment to continue to work with the Tohono O’odham Nation to support the Desert Diamond Casino – West Valley Project.

PASSED AND ADOPTED by the Mayor and Common Council of the City of El Mirage, Arizona, this 5th day of January, 2016.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Robert M. Hall, City Attorney

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>12/18/2015</u> DATE ACTION REQUESTED: <u>01/05/2016</u> <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Budget Transfer	SUBJECT: Consideration and action to approve revenue and expense budget transfers from the Special Projects Fund to the Community Development Block Grant (CDBG) Fund.
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TO: Mayor and Council
FROM: Robert Nilles, Finance Director, Deputy City Manager
RECOMMENDATION: Approve budget transfers FROM Special Projects Fund accounts 73-300-470 Grant Revenue and 73-400-921 Other Grant Donations TO CDBG Fund accounts 31-300-464 Revenue and 31-466-668 Construction CIP, in the amount of \$15,000 to properly account for the completion of an FY 2014/15 CDBG project in FY 2015/16.
PROPOSED MOTION: I move to approve the budget transfers as recommended.
ATTACHMENTS: None

DISCUSSION: The amount of \$580,000.00 was budgeted for the FY2015/2016 CDBG waterline project. A budget transfer from the Special Projects Fund to the CDBG Fund in the amount of \$15,000 is being requested at this time because final payment from the previous year's (FY 2014/2015) CDBG project, EM14-ST01 Main Street & Santa Fe Improvements, was paid out of FY 2015/16 funds and applied against the current year budget. The FY 2014/2015 CDBG project was anticipated to be complete as of June 30, 2015, but final completion was actually July 23, 2015 causing the final payment to be paid from this fiscal year's budget.

FISCAL IMPACT: None, this is a budget transfer only.

DEPARTMENT LINE ITEM ACCOUNT: N/A

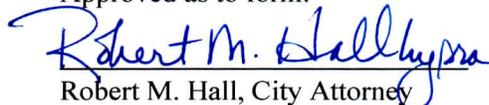
BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:


Robert Nilles

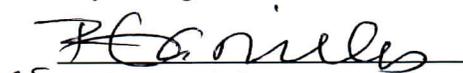
12/18/15
Date

Approved as to form:


Robert M. Hall, City Attorney

12/18/2015
Date

City Manager:


Dr. Spencer A. Isom

12/18/15
Date

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: <u>12/09/2015</u></p> <p>DATE ACTION REQUESTED: <u>01/05/2016</u></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 # <u>O16-01-01</u></p> <p><input type="checkbox"/> OTHER: _____</p>	<p>SUBJECT: Public hearing, closure of public hearing, followed by consideration and action to adopt Ordinance O16-01-01 amending City Code Section §50.066 DEPOSITS; SERVICE CONNECTION CHARGES; INTERRUPTION FEES (B), requiring developers and property owners to be responsible for water service line connections.</p>
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<p>TO: Mayor and Council</p>
<p>FROM: Jorge Gastelum, Director of Development & Community Services/City Engineer <i>JG</i></p>
<p>RECOMMENDATION: Approval of Ordinance O16-01-01 amending the Section §50.066 of the Zoning Code requiring developers/property owners to be responsible for water service line connections and all associated City fees.</p>
<p>PROPOSED MOTION: I move we approve Ordinance O16-01-01 to amend the Zoning Code as recommended.</p>
<p>ATTACHMENTS: Ordinance O16-01-01</p>

DISCUSSION: A discussion and action to approve Ordinance O16-01-01 amending Section §50.066 of the Zoning Code. The Planning and Zoning Commission held a public hearing on December 8, 2015 and recommended approval with a 4 to 0 vote.

FINANCIAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

R. Nilles
Robert Nilles 12/18/15
Date

Approved as to form:

Robert M. Hall
Robert M. Hall, City Attorney 12/18/2015
Date

City Manager:

Spencer A. Isom
Dr. Spencer A. Isom 12/18/15
Date

ORDINANCE O16-01-01

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF
THE CITY OF EL MIRAGE, MARICOPA COUNTY,
ARIZONA, AMENDING MISCELLANEOUS SECTIONS
OF CHAPTER 50 OF THE CITY OF EL MIRAGE CITY
CODE**

WHEREAS, this Ordinance has been properly noticed for public hearing pursuant to the requirements of El Mirage Zoning Ordinance and the statutes of the State of Arizona set forth in A.R.S. § 9-462.03, A.R.S. § 9-462.04, and necessary hearings have been completed; and,

WHEREAS, developers/property owners are currently required to pay 15% administration fee in addition to the cost of constructing water service line connections; and,

WHEREAS, the Planning & Zoning Commission approved for recommendation to the City Council the proposed City Code amendments at a Public Hearing held at a Planning & Zoning Commission on December 8, 2015;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of El Mirage, Arizona, that the City of El Mirage City Code be amended as follows:

**Section 1. § 50.066 DEPOSITS; SERVICE CONNECTION CHARGES;
INTERRUPTION FEES.**

(B) The town ~~developer/property owner, subject to City approval, shall tap water mains; install water connections, meter boxes, or meter vaults at service connection rates for each connection as determined by resolution of the Council~~ **shall be responsible for installing new water connections, including tapping water mains, installing water service lines, valves and meter boxes or meter vaults. It is the developer's/property owner's responsibility to pay all other associated City fees prior to the City installing a water meter.**

PASSED AND ADOPTED by the Mayor and Council of the City of El Mirage this _____ day of _____, 2016.

Mayor Lana Mook

Attest:

Approved as to Form:

Sharon Antes, City Clerk

Robert M. Hall, City Attorney

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>12/08/2015</u> DATE ACTION REQUESTED: <u>01/05/2016</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: Contract	SUBJECT: Consideration and action to authorize the City Manager to enter into a construction contract with Axiom Contracting, LLC to construct a new water main along El Mirage Road between Thunderbird Road and Santa Fe Lane in an amount not to exceed \$579,827 including contingency.
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TO: Mayor and Council
FROM: Jorge Gastelum, P.E., Director of Development and Community Services/City Engineer 59
RECOMMENDATION: Approval to authorized the City Manager to enter into a construction contract with Axiom Contracting, LLC to construct a new water main along El Mirage Road between Thunderbird Road and Santa Fe Lane in an amount not to exceed \$579,827 including contingency.
PROPOSED MOTION: I move we approve entering into a contract with Axiom Contracting, LLC as recommended.
ATTACHMENTS: Axiom Contracting, LLC Offer, Bid Tabulation (Plans and specifications for this project are on file in the City Clerk's office for review)

DISCUSSION: With Community Development Block Grant (CDBG) funds received from the Maricopa County Human Services Department, this project will install a 16-inch ductile iron water main, hydrants and adjacent tie-ins to the existing system along El Mirage Road between Thunderbird Road and Santa Fe Lane. Thirteen bids were received and Axiom Contracting, LLC was the lowest responsible bidder for the project. The amount requested will allocate \$531,065 for construction and \$48,762 in contingency.

FISCAL IMPACT: \$579,827

DEPARTMENT LINE ITEM ACCOUNT: 31-466-668

BALANCE IN LINE ITEM IF APPROVED: \$0.00

Finance Director:

R. Nilles
Robert Nilles

12/18/15
Date

Approved as to form:

Robert M. Hall
Robert M. Hall, City Attorney

12/18/2015
Date

City Manager:

for *R. Nilles*
Dr. Spencer A. Isom

12/18/15
Date

**CITY OF EL MIRAGE
BID DOCUMENTATION**

BID REQUEST: El Mirage Rd. Water Main Replacement – EM15—W01 CDBG DG1503

OPENING DATE: 12.17.2015 **TIME:** 2:00 PM **PLACE:** Grand Conference Room

REQUIRED AS PER SPECS:

- Attended Mandatory Prebid
- Notice of Invitation to Bid (Pg. 2)
- Questionnaire (Pg. 30 & 32)
- Bid Bond (Pg. 33)
- List of Subcontractors (Pg. 34)
- Federal Provisions Form No. 1, (Pg. 51)
- Bid Schedule (Drop Box)
- Addendum (1)

VENDOR: <u>Alison Contracting, LLC</u>
ADDRESS: <u>PO Box 6180 Peoria 85385</u>
TELEPHONE: () _____ FAX: () _____
E-MAIL: _____
BID AMOUNT:
Total Project Cost <u>\$ 531,065.00</u>

ACKNOWLEDGMENT OF RECEIPT:

Sharon Sintes
City Clerk

Edith W. Hoover
Witness

BID SCHEDULE – ADDENDUM NO. 1

City of El Mirage

**El Mirage Road Water Main Replacement
Project No. EM15-W01
CDBG No. DG1503**

Pursuant to request for bids to be opened on the December 17, 2015 at 2:00 p.m., Arizona Time, at the City of El Mirage City Hall 12145 NW Grand Avenue, El Mirage, AZ, for the above project, the Contractor proposes to complete work, including furnishing all labor and materials, per the Specifications and Plans at the following prices.

This Schedule of Items and Prices shall be completed in ink or typed by the Bidding Contractor. In case of discrepancy between the unit cost and extended amount, the unit cost shall control and a new extended amount shall be determined.

Prices must be entered for each item and the appropriate subtotal and total blank shall be filled out.

Bidder agrees to perform all the necessary work to complete the El Mirage Road Water Main Replacement Project No. EM15-W01; CDBG No. DG1503

Bid Schedule items of work are included on the following pages. The unit prices shall include the cost of insurance, bonds, permits, taxes, and other necessary fees to perform this work.



CITY OF EL MIRAGE

ADDENDUM 1

Community Development Block Grant (CDBG) funding for the installation of a new water main in El Mirage Road from Thunderbird to Grand Avenue.
EM15-W01

DCS – Engineering Procurement

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

EM15-W01

Solicitation Description: Community Development Block Grant (CDBG) funding for the installation of a new water main in El Mirage Road from Thunderbird to Grand Avenue.

City Project No. EM15-W01

Issue Date: December 4, 2015

Addendum No. 1 includes the following information and revisions:

1. Pre Bid Conference Meeting Minutes and Sign In Sheet
2. City Hall Parking Exhibit – Location of Parking Lot for Bid Opening
3. Revised Technical Specifications – These are the original Technical Specifications with revisions. The revisions to this document are shown in red.
4. Additional Technical Specifications Addendum No. 1 – These are sections that have been added to the Technical Specifications.
5. Revised Bid Schedule – An additional allowance for Community Relations Support has been added.
6. Geotechnical Report
7. Water Notes – This plan sheet includes the City' Water Notes and should be added to the plan set.

All changes addressed in Addendum # 1 are available in the Dropbox Link below:

https://www.dropbox.com/sh/om6z83hcmekrme/AAA17gbjYTsOhN_Ihb-OhBia?dl=0

Addendum No. 1: Signature: _____

Date: 12-17-15

CDBG Funded Water Line

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
105.01	Construction Survey, Layout & As-Built	LSUM	1	\$ 4500.00	\$ 4500.00
107.01	Permits (AZPDES)	LSUM	1	\$ 6500.00	\$ 6500.00
107.02	Community Relations Support	ALLOW	1	\$3,000	\$3,000
108.01	Mobilization/Demobilization	LSUM	1	\$ 10,000.00	\$ 10,000.00
401.01	Traffic Control	LSUM	1	\$ 11,000.00	\$ 11,000.00
401.02	Off-Duty Uniformed Officer	ALLOW	1	\$5,000	\$5,000
350.01W	Abandon Water Main in Place	LSUM	1	\$ 1000.00	\$ 1000.00
350.02W	Abandon Water Valve in Place, Close Valve, Remove Box & Cover	EA	22	\$ 275.00	\$ 6050.00
350.03W	Cut & Plug Exst Water Main	EA	9	\$ 350.00	\$ 3150.00
350.04W	Remove Backflow Preventer	EA	2	\$ 170.00	\$ 340.00
350.06W	Remove 12" Water Main	LF	189	\$ 10.00	\$ 1890.00
350.07W	Remove 6" Water Main	LF	196	\$ 10.00	\$ 1960.00
350.08W	Remove 8" Water Main	LF	17	\$ 10.00	\$ 170.00

CDBG-Funded Water Line

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
350.10W	Remove Fire Hydrant	EA	10	\$ 500.00	\$ 5,000.00
350.11W	Remove Meter Box & Cover	EA	4	\$ 70.00	\$ 280.00
350.12W	Remove Water Gate Valve	EA	2	\$ 200.00	\$ 400.00
610.01	1-inch Water Service	EA	3	\$ 1500.00	\$ 4500.00
610.02	6-inch DIP Water Main (CL350, Restrained)	LF	388	\$ 89.00	\$ 34,532.00
610.03	8-inch DIP Water Main (CL350, Restrained)	LF	132	\$ 91.00	\$ 12,012.00
610.04	12-inch DIP Water Main (CL350, Restrained)	LF	266	\$ 126.00	\$ 33,516.00
610.05	16-inch DIP Water Main (CL250, Restrained)	LF	3155	\$ 89.00	\$ 280,795.00
610.09	Fire Hydrant Assembly w/Gate Valve, Box & Cover	EA	11	\$ 4200.00	\$ 46,200.00
630.01	1-inch Reduced Backflow Preventer w/Enclosure (COEM Std Det 351-1)	EA	2	\$ 910.00	\$ 1820.00
630.02	8-inch Gate Valve, Valve Box & Cover (COEM Std Det 393)	EA	3	\$ 1200.00	\$ 3600.00
630.03	12-inch Gate Valve, Valve Box & Cover (COEM Std Det 393)	EA	3	\$ 2000.00	\$ 6000.00
630.02	16-inch Gate Valve w/Box & Cover (COEM Std Det 393)	EA	11	\$ 4350.00	\$ 47,850.00
Total	Total Project Cost				\$ 531,065.00

The unit prices for El Mirage Road Water Main Replacement Project No. EM15-W01; CDBG No. DG1503 shall include all labor, materials, water disposal, bailing, shoring, removal, disposal, overhead, profit, insurance, and all other related costs and work to cover the finished work and provide a finished product.

RESPECTFULLY SUBMITTED BY:

BY:



TITLE:

Member / President

FIRM:

Axiom Contracting

ADDRESS:

Po Box 6180

Peoria, AZ 85385

PHONE:

623-594-8001



BID BOND

DCS - Engineering
12145 N.W. Grand Avenue
El Mirage, AZ 85335

Solicitation Number: EM15-W01

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

CDBG Project Number: DG1503

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Axiom Contracting, LLC
(hereinafter called Principal), as Principal, and Merchants Bonding Company (Mutual)

Iowa, a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of Des Moines, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of El Mirage, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Bid Amount, Ten Percent of Amount Bid (Dollars) (\$10% of Amount Bid) 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: El Mirage Road Water Main Replacement

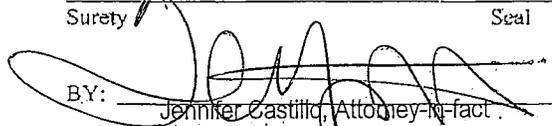
NOW THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety 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 Obligee 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 Obligee 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 10th day of December 20 15

Axiom Contracting, LLC
Principal _____ Seal

BY: 
Merchants Bonding Company (Mutual)
Surety _____ Seal

BY: 
Jennifer Castillo, Attorney-in-Fact
Paffenbarger & Walden, LC

Agency of Record

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew J Paffenbarger; Jennifer Castillo; Melanie Ankeney; Ronald G Hecksel; Scott Wareing

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

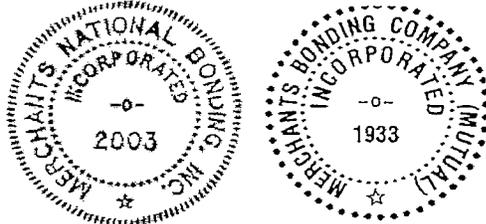
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of July, 2015.



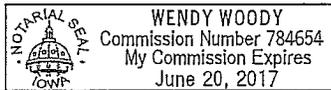
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Polk ss.

On this 8th day of July, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

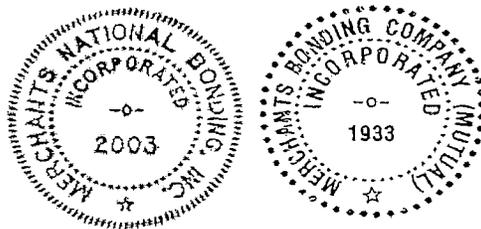


Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of December, 2015.



William Warner Jr.
Secretary



City of El Mirage, Arizona



Notice of Invitation to Bid

Invitation to Bid No: **EM15-W01** Bid Due Date: **December 17, 2015**

Materials and/or Services: **El Mirage Road Water Main Replacement** Time: **2:00 p.m., Arizona Time**
CDBG No. DG1503 Contact: **Cadle Collins**

Bid Location: **City Hall** Email: **ccollins@cityofelmirage.org**
12145 NW. Grand Ave
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 Materials Management 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 Materials Management 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: 21034544

For clarification of this offer contact:

Name: Tracy Brisbin

Federal Employer Identification Number: 47-1035062

Telephone: 623-594-8001

Axion Contracting, LLC
Company Name


Authorized Signature for Offer

Po Box 6180
Address

Joshua Garcia
Printed Name

Peoria AZ 85385
City State Zip Code

Member / 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 of El Mirage, Arizona. Eff. Date: _____

Approved as to form:

City Attorney

Awarded on _____

Dr. Spencer A. Isom, City Manager

City Seal



QUESTIONNAIRE

DCS - Engineering
12145 N.W. Grand Avenue
El Mirage, AZ 85335

Solicitation Number: EM15-W01

CDBG Project Number: DG1503

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

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

1. Company: Cachet Homes
Contact: Mike Carkle
Address: 17200 N. Perimeter Dr. #102
Scottsdale, AZ 85255
Phone: 480-556-7000

2. Company: City of Goodyear
Contact: Troy Tobiasson
Address: 190 N. Litchfield Rd.
Goodyear, AZ 85338
Phone: 623-932-3910

3. Company: Robson Ranch
Contact: Clif Berry
Address: 5687 N. Robson Blvd
Eloy, AZ 85131
Phone: 800-770-7044 or 520-426-3300



QUESTIONNAIRE

DCS - Engineering
12145 N.W. Grand Avenue
El Mirage, AZ 85335

Solicitation Number: EM15-W01
CDBG Project Number: DG1503

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



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

IMPORTANT NOTICE
YOU MUST:

- REPORT DISASSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. [SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE RULE R-4-9-110]

Axiom Contracting LLC

29502 N 126th Ln
Peoria, AZ 85383-2450

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: 08/31/2016
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Axiom Contracting LLC



CONTRACTORS LICENSE NO 293955 CLASS A
General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

IMPORTANT NOTICE
YOU MUST:

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Axiom Contracting LLC

29502 N 126th Ln
Peoria, AZ 85383-2450

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William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

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Axiom Contracting LLC

29502 N 126th Ln
Peoria, AZ 85383-2450

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LICENSE EFFECTIVE THROUGH: 08/31/2016
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Axiom Contracting LLC



CONTRACTORS LICENSE NO 293955 CLASS A
General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS



QUESTIONNAIRE

DCS - Engineering
12145 N.W. Grand Avenue
El Mirage, AZ 85335

Solicitation Number: EM15-W01
CDBG Project Number: DG1503

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

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.



LIST OF SUBCONTRACTORS

DCS - Engineering
12145 N.W. Grand Avenue
El Mirage, AZ 85335

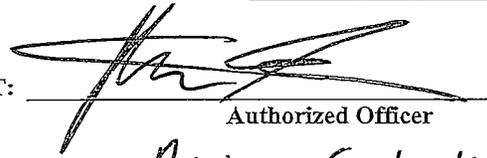
Solicitation Number: EM15-W01
CDBG Project Number: DG1503

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

LIST OF SUBCONTRACTORS To Accompany the OFFER

The following Subcontractors will be employed to perform the designated categories of Work under this Contract.

CATEGORY of Work*	FIRM NAME AND BUSINESS ADDRESS of Subcontractors	PHONE
Survey	Valco Surveying Corporation 6426 E. Virginia Ave, Scottsdale, AZ 85257	480-990-2412
AZPDES	Argus Construction Services 3820 W. Happy Valley Rd, Ste 141, Glendale, AZ 85310	602-329-3399

ATTEST:  DATE: 12-17-15
 Authorized Officer
 Axiom Contracting, LLC
 NAME OF FIRM

* Place title of subcontractor specialty.



CRITERIA FOR COMMUNITY DEVELOPMENT BLOCK GRANTS

DCS - Engineering
12145 N.W. Grand Avenue
El Mirage, AZ 85335

Solicitation Number: EM15-W01
CDBG Project Number: DG1503

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

Form 1

EM15-W01, DG1503 PROJECT, El Mirage (City/Town) ARIZONA

Bidders Information Form

NOTICE TO CONTRACTORS

THIS IS A FEDERALLY FUNDED PROJECT

The following information regarding the prime contractor is required to be submitted WITH YOUR BID

Axiom Contracting LLC
Company Name

623-594-8001
Phone:

PO Box 6180
Address

Peoria AZ 85385
City ST Zip

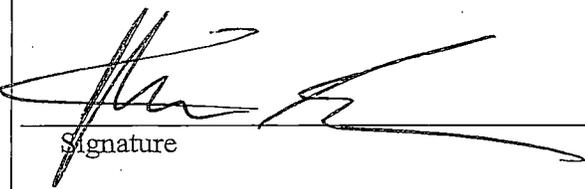
Federal ID # or SS # 47-1035062

Type and License # A-293955

DUNS Number 79513095

Joshua Garcia
Owner Name (please print)

12-17-15
Date:

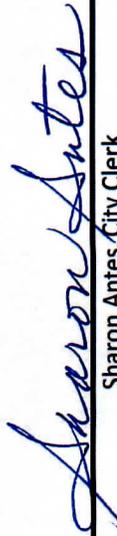

Signature

El Mirage Road Water Main Replacement

Project Number EM15-W01

Bid Opening: Thursday, December 17, 2015 2:00PM

VENDOR	TOTAL BID	RANK
AXIOM CONTRACTING	\$531,065.00	1
MARKHAM CONTRACTING	\$568,971.00	2
CARSON CONSTRUCTION	\$581,651.50	3
SUNLAND ASPHALT	\$643,288.00	4
KINKAID CONSTRUCTION	\$652,578.00	5
STANDARD CONSTRUCTION	\$654,258.00	6
BLUCOR	\$689,974.50	7
REDPOINT CONTRACTING	\$724,496.00	8
J. BANICKI CONSTRUCTION	\$782,477.00	9
AJP ELECTRIC	\$851,208.00	10
T & T CONSTRUCTION	\$914,790.50	11
TEAM FISHEL	\$928,939.00	12
SELLERS & SONS	BID REJECTED NON RESPONSIVE	N/A



Sharon Antes, City Clerk



Cadle Collins, Purchasing Admin.

EL MIRAGE ROAD WATERLINE REPLACEMENT

ENGINEERING

Replacement of the existing waterline along El Mirage Road between Thunderbird Road and Santa Fe Lane with a new 16" Ductile Iron Pipe (DIP) line. This project will also include the replacement of existing fire hydrants and addition of new fire hydrants where required. The project will be constructed with the EL Mirage Road project.



CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment									
Buildings									
Improvements	31 –	CDBG	\$550,000					\$550,000	\$550,000
	CDBG								
Total			\$550,000					\$550,000	\$550,000

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>12/11/2015</u> DATE ACTION REQUESTED <u>01/05/2016</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: Contract	SUBJECT: Consideration and action to utilize a Mohave County JOC with Southwest Waterworks Contractors for repair services to the City's well sites "as-needed" in an amount not-to-exceed \$100,000 annually based on budget authorization and contract renewal/ extensions.
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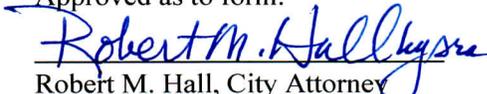
TO: Mayor and Council
FROM: Larry Dobrosky, Deputy City Manager 
RECOMMENDATION: Approve utilizing a Mohave County JOC with Southwest Waterworks Contractors for repair services to the City's well sites "as-needed" in an amount not-to-exceed \$100,000 annually based on budget authorization and contract renewal/extensions.
PROPOSED MOTION: I move to authorize the utilization of a Mohave County JOC with Southwest Waterworks Contractors as recommended.
ATTACHMENT: Mojave Cooperative Purchase Agreement, Southwest Waterworks Contractors Inc. contract No. 14-PS-14 approval, Mohave County contract No 14-PS-14 Section 12.0, Mojave County contract No. 14-PS-14 Section 13.0, Mohave County Contract No. 14-PS-01 Amendment No. (1) contract extension, Southwest Waterworks, Inc. Vendor Authorization Letter, and Southwest Waterworks Contractors, Inc. Pricing Sheet, (Mohave County JOC#14-PS-14-01 and MC Addendum Contract NO. 14-PS-14-01 on file at City Clerk's office)

DISCUSSION: To ensure safe and reliable drinking water for the residents of El Mirage, the Utilities Division performs annual maintenance on all the City's well sites. As a current member of the Mohave County Cooperative Purchase Agreement, the City is recommending a cooperative purchase agreement with Southwest Waterworks Contracting under the Mohave County JOC Contract No. 14-PS-01, which was extended under Contract No.14-PS-14-01. The current extension is the second year of a potential 5 year contract.

FISCAL IMPACT: \$100,000 FY 2015/16;
DEPARTMENT LINE ITEM ACCOUNT: 53-403-255
BALANCE IN LINE ITEM IF APPROVED: \$16,547.00

Finance Director: 
 Robert Nilles

12/17/15
 Date

Approved as to form:
 12/18/2015
 Robert M. Hall, City Attorney Date

City Manager:

 for Dr. Spencer A. Isom

12/18/15
 Date

MOHAVE EDUCATIONAL SERVICES COOPERATIVE, INC.
COOPERATIVE PURCHASE AGREEMENT

625 East Beale Street • Kingman, AZ 86401-5920

(928) 753-6945 Phone • (928) 718-3232 Fax

www.mesc.org

This Agreement entered into the 29th day of February 2008, by and between Mohave Educational Services Cooperative, Inc., an Arizona nonprofit corporation and public procurement unit established pursuant to provisions of A.R.S. § 11-952, A.R.S. § 11-952.01, and A.R.S. § 41-2632, hereinafter called "MESC," and City of El Mirage, AZ, a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of § 115 of the Internal Revenue Code, hereinafter called the "Member," to permit the Member to purchase materials, services and construction from vendors at the prices and terms contained in contracts between MESC and those vendors. The governing body of any Member may enter into an Agreement with MESC for the purpose of utilization of term contracts by such Member (Arizona State Procurement Code, A.R.S. § 41-2631 *et seq.*; A.R.S. § 15-213; Arizona State Board of Education School District Procurement Rules, R7-2-1001 *et seq.*).

In consideration of the mutual promises contained in this Agreement, and the mutual benefits to result there from, the parties agree as follows:

1. MESC shall:

- a. Provide the Member with information on contracts, products and services via MESC's website and/or other means as MESC determines appropriate.
- b. Use specifications, terms and conditions for products, materials, services, and construction determined appropriate by MESC.
- c. Conduct the procurement in compliance with the Arizona State Procurement Code and the Arizona State Board of Education School District Procurement Rules (A.R.S. Title 41, Chapter 23 and A.A.C. R7-2-1001 *et seq.*). MESC will seek contracts for a variety of materials, services, equipment, and/or construction to enable Members to be/remain in compliance with local, State, or Federal laws or rules, and that promote the overall efficiency, effectiveness and economy of public procurement.
- d. Indicate that all Members will be eligible participants in any solicitation intended for general use by MESC's Members. In addition, MESC may invite Members to participate in specific solicitations. Members indicating an interest in participating in such specific solicitations will be eligible to participate in the resulting contracts.
- e. Hold the Member harmless from any liability which may arise from MESC's action or inaction relating to this Agreement.

2. The Member shall:

- a. Insure that purchase orders issued against MESC contracts are processed in accordance with the processes and procedures established by MESC, and the terms and prices established in said contracts.
- b. Pay for materials, services or construction in accordance with the terms of the applicable MESC contract. Payment for, and inspection and acceptance of materials, services or construction ordered by the Member shall be the exclusive obligation of the ordering Member.
- c. Not use an MESC contract as a method for obtaining additional concessions or reduced prices for similar material or services.
- d. Be responsible for ordering of materials, services or construction under this Agreement. MESC shall not be liable in any fashion for any violation by the Member of this Agreement, and the Member shall hold MESC harmless from any liability, which may arise from action or inaction of the member relating to the Agreement or its subject matter.

MESC Cooperative Purchase Agreement

- c. Pay to MESC an administration fee based upon the cost of ordered materials, services and/or construction (excluding shipping, taxes, bonds, and other ancillary costs specified by MESC), as provided in A.R.S. § 41-2632(5). The amount of the administration fee shall be determined by the MESC Board of Trustees, and shall be remitted to MESC as specified by MESC.
- 3. The exercise of any rights or remedies by the Member shall be the exclusive obligation of the Member. However, MESC as the contract administrator, and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.
- 4. MESC assists Members with purchase verification. However, it is the Member's responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.
- 5. MESC may terminate this Agreement without notice if the Member fails to comply with the terms of this Agreement and/or the terms of a MESC contract.
- 6. The Member may terminate the Agreement without notice if MESC fails to comply with the terms of this Agreement.
- 7. Either party may terminate this Agreement with at least ninety (90) days written notice to the other party.
- 8. Termination of this Agreement shall not relieve the Member from Member's exclusive obligation to comply with the terms of any Member purchase order issued prior to termination and payment for materials, services and/or construction so ordered and received.
- 9. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated. This Agreement supersedes any and all previous Cooperative Purchase Agreements between MESC and the Member.
- 10. Failure of a Member to secure performance from a vendor in accordance with the terms and conditions of its purchase order does not mean MESC will be required to exercise its own rights or remedies.
- 11. This agreement may be canceled pursuant to the provisions of A.R.S. § 38-511; and is exempt from the provisions of A.R.S. § 11-952, subsections D, E, and F under the provisions of A.R.S. § 41-2632 and Arizona State Board of Education Rule R7-2-1191.
- 12. The Member and MESC agree to be in compliance with all State and Federal employment hiring and employee practices. Both parties agree to use arbitration to the extent required in A.R.S. § 12-1518.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed.

FOR THE MEMBER

FOR MESC

LT Rojas
Signature

Tom Peeler
Signature

Imat. Rojas
Printed Name

Tom Peeler
Printed Name

Assistant Finance Director
Title

Executive Director
Title

Approved As To Form

Date: 2-28-08

[Signature]

MESC Cooperative Purchase Agreement

Welcome to Mohave

We need some information for your member record. We look forward to serving your purchasing needs.

Name of Organization CITY OF ELMIRAGE

Correspondence Address
12145 Grand Avenue, El Mirage, Arizona 85335
Street City State & Zip

Billing Address
P.O. Box 26 El Mirage, Arizona 85335
Street City State & Zip

County Maricopa

Type of Organization:

Public School	_____	College/University	_____
City Government	<u>X</u>	County Government	_____
Federal Government	_____	Tribal Government	_____
BIA School	_____	Other Political Subdivision	_____

Nonprofit Education or Public Health Institution _____

(A nonprofit education or public health institution must be a political subdivision for purposes of federal income tax or meet the requirements of § 115 of the Internal Revenue Code. Attach supporting documentation.)

Contacts

Purchasing: IVMA Rojas
Name
623-972-8110
Fax #

623-876-2956
Phone #
irojas@cityofelmirage.org
Email Address

Accounts Payable: Laurie Campbell
Name
623-972-8110
Fax #

623-876-2957
Phone #
LCampbell@cityofelmirage.org
Email Address

Superintendent/Director: Larry Price
Name
623-972-8110
Fax #

623-876-2955
Phone #
LPrice@cityofelmirage.org
Email Address

OFFER FORM

TO MOHAVE COUNTY: The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of services, conditions, specifications, and amendments in the Request for Qualifications.

CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all bidders **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Indicate either "Yes" (County employee is associated with your business), or "No." If yes, provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business. Reference "Instructions to Offerors" (3)
No Yes Name & Position _____ (include additional page(s) if necessary)

For clarification of this offer, contact:

Southwest Waterworks Contractors Inc
Company Name

Name: Jeffery P Wold

P.O. Box 6339
Address

Phone: 480-599-7201 cell

Phoenix AZ 85005
City State Zip

Fax: 602-442-1155

[Signature]
Signature of Person Authorized to Sign

E-mail: jeffwold@swwc.biz

Michael C. Richardson
Printed Name

V. Pres
Title

ACCEPTANCE OF OFFER:
The offer is hereby accepted.

The Consultant is now bound to provide the materials or services listed in **RFQ No. 14-PS-14**, including all terms, conditions, specifications, amendments, etc., and the Consultant's Offer as accepted by County/public entity.

The Consultant has been cautioned not to commence any billable work or to provide any material or service under this contract until Consultant receives this signed sheet, or written notice to proceed.

Awarded this 01 day of December, 20 14

[Signature]
Hildy Angius, Chairman
Board of Supervisors

conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of Mohave County.

- (B) A Payment Bond in a form acceptable to Mohave County and in amount equal to the full Contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the Work provided for in such Contract.

Such Bonds shall be conditioned upon the faithful performance of the Contract and the payment of all labor, materials and supplies furnished therefore and the payment of all workman's compensation, occupational disease and unemployment compensation premiums.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of the judgment such reasonable attorney's fees as may be fixed by a judge of the court and all other provisions required by ARS § 34-222.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be payable and acceptable to Mohave County. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official. In addition, said company(ies) shall be rated A-FSC VIII or better as required by Mohave County, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

Approved by Risk Management SKM 07-24-14

10.0 OTHER CONTRACTS:

The County may, as its sole option, enter into Contracts for additional work related to this project. The Contractor shall fully cooperate with other Contractors and subcontractors and with County employees to accommodate such other work. The Contractor shall not commit or permit any act that interferes with the performance of such work by other Contractors.

11.0 COMPENSATION AND METHOD OF PAYMENT:

In consideration of the performance of the services described in the Scope of Services, the County shall pay the Contractor in accordance with the negotiated contract rates, and the Contractor shall charge the County only in accordance with those same rates.

The County will pay the Contractor following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an the authorized County Contract Representative and/or designee confirming the services for which payment is requested, the contract number, the project number and name, and a detailed breakdown of actual services performed and products supplied for which the Contractor is requesting payment.

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The County shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

12.0 CONTRACT TERM & RENEWAL:

The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the Mohave County shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods. In the event that the County exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. The contractor shall agree that price stated in the original contract shall apply unless a percent of increase or decrease is quoted.

13.0 COOPERATIVE PURCHASING AGREEMENT:

This solicitation is being prepared by the Mohave County Procurement Department. While this solicitation is for Mohave County, other public agencies may have an interest in utilizing the resulting contract. After an award, this solicitation may be utilized by eligible public entities. Individual public entities would negotiate service with the Successful Vendor using the bid pricing quoted herein. No volume is implied or guaranteed.

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 W. BEALE ST., FIRST FLOOR EAST
KINGMAN, ARIZONA 86401
PH: (928) 753-0752 Ext. 3 / FAX: (928) 753-0787

REQUEST FOR QUALIFICATIONS NO. 14-PS-14
PAGE 31 OF 40
PROCUREMENT OFFICER SENIOR: TARA L. ACTON, CPPB
E-MAIL: tara.acton@mohavegovcounty.us

13.0 COOPERATIVE PURCHASING AGREEMENT:

This solicitation is being prepared by the Mohave County Procurement Department. While this solicitation is for Mohave County, other public agencies may have an interest in utilizing the resulting contract. After an award, this solicitation may be utilized by eligible public entities. Individual public entities would negotiate service with the Successful Vendor using the bid pricing quoted herein. No volume is implied or guaranteed.

County of Mohave
PROCUREMENT DEPARTMENT

CONTRACT NO. 14-PS-14-01

JOB ORDER CONTRACT WELL MAINTENANCE AND REPAIRS
SOUTHWEST WATERWORKS CONTRACTORS, INC.
PHOENIX, ARIZONA

AMENDMENT NO. ONE (1)

DATE ISSUED: OCTOBER 14, 2015

The referenced document has been modified as per the attached Amendment No. ONE (1). This Amendment is hereby made part of the referenced Contract as though fully set forth therein.

Mohave County Procurement Department
P.O. Box 7000
Kingman, Arizona 86402-7000
(928) 753-0752 Fax: (928) 753-0787



2205 W. Grant Street, Arizona 85009 Phone (602) 442-1110
P.O. Box 6339 Phoenix, Arizona 85005-6339 Fax (602) 442-1155

October 30, 2015

City of El Mirage
10355 N. 121st Ave.
El Mirage, Arizona 85335

Attn: Dietz Crane – Well Repairs

Subject: Piggyback JOC Terms and Conditions

Mr. Swartwout,

Please see the attached Mohave County JOC Contract NO-14-PS-14-01. Southwest Waterworks Contractors, INC. will abide by the terms and conditions in this contract along with Amendments that extend the contract through November 30th 2016.

Please let me know if you have any questions or concerns.

Kindest Regards,

A handwritten signature in blue ink that reads "Gabe Tregaskes".

Gabe Tregaskes
Southwest Waterworks
Project Manager / Business Development Manager

CUSTOMER SERVICE IS OUR BUSINESS
COMPLETE COMMERCIAL, INDUSTRIAL AND MUNICIPAL WATER / WASTE WATER SYSTEMS

Southwest Waterworks Contractors Inc.

2205 W. GRANT STREET, ARIZONA 85009 PHONE (602) 442-1110
P.O. BOX 6339 PHOENIX, ARIZONA 85005-6339 FAX (602) 442-1155

November 10, 2014

To: Tara L. Acton, CPPB
Procurement Officer Senior
Mohave County

Ref: Maintenance Contract Rate Schedule

Mobilization/Demobilization

Pump rig and crane.

Pump rig	\$60/hr
Crane truck	\$55/hr
3 man crew	\$120/hr
4 man crew	\$150/hr

Cable Tool Rig & 2 man crew \$3,000.00

Per Diem 4 man crew	\$405/day
Per Diem 3 man crew	\$366/day
Per Diem 2 man crew	\$205/day

Working Rates

Pump Rig:

Operator	\$55/hr
2nd & 3 rd man	\$45/hr ea.
Helper	\$40/hr
Pump Rig	\$50/hr
Crane	\$40/hr

Cable Tool Rig:

Operator	\$55/hr
2 nd man	\$45/hr
Rig	\$115/hr
Pickup	\$10/hr

Per Diem 4 man crew	\$405/day
Per Diem 3 man crew	\$366/day
Per Diem 2 man crew	\$205/day

Shop Rates

Machinist	\$70/hr
Laborer	\$45/hr

CUSTOMER SERVICE IS OUR BUSINESS
COMPLETE COMMERCIAL, INDUSTRIAL AND MUNICIPAL WATER / WASTE WATER SYSTEMS

Southwest Waterworks Contractors Inc.

2205 W. GRANT STREET, ARIZONA 85009 PHONE (602) 442-1110
P.O. BOX 6339 PHOENIX, ARIZONA 85005-6339 FAX (602) 442-1155

Equipment

Pump Rig	\$50/hr
Crane	\$40/hr
Pickup	\$10/hr
Service Truck	\$40/hr
Semi & Trailer	\$50/hr

Labor Rates

Operator	\$55/hr
2 nd man	\$45/hr
3 rd man	\$45/hr
Helper	\$40/hr
Project Manager	\$100/hr

Video Well \$1300/ea

Materials Markup 20%

Outside Services 10%

Overtime Weekends and Holidays 1.5 times regular rates.

If you have any questions please don't hesitate to contact me at (602) 442-1110.

Sincerely,

Jeffery P. Wold
Senior Project Manager

CUSTOMER SERVICE IS OUR BUSINESS
COMPLETE COMMERCIAL, INDUSTRIAL AND MUNICIPAL WATER / WASTE WATER SYSTEMS

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>12/10/2015</u> DATE ACTION REQUESTED <u>01/05/2016</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: Contract	SUBJECT: Consideration and action to utilize a City of Peoria JOC with Felix Construction to repair the Odor Scrubbers and Chemical Storage system at the Wastewater Treatment Facility, in an amount not-to-exceed \$109,000.
--	---	---

TO: Mayor and Council
FROM: Larry Dobrosky, Deputy City Manager v
RECOMMENDATION: Approve utilization of a City of Peoria JOC with Felix Construction to repair the Odor Scrubbers and Chemical Storage system at the Wastewater Treatment Facility in an amount not-to-exceed \$109,000.
PROPOSED MOTION: I move to authorize utilization of a City of Peoria JOC with Felix Construction as recommended.
ATTACHMENTS: City of Peoria JOC #ACON18313B, Amendment 1 to City of Peoria JOC #ACON18313B, Amendment 2 to City of Peoria JOC #ACON18313B, Section 1.2 Cooperative Purchasing of City of Peoria JOC #ACON18313B, Felix Quotes, FY 2015/16 Capital Improvement Plan Project Sheets, (City of Peoria JOC #ACON18313B on file at City Clerk's office).

DISCUSSION: Budgeted in the FY15/16 Capital Improvement Plan is \$100,000 for the repair of the Odor Scrubbers (\$40k) and Chemical Storage system (\$60k) at the Wastewater Treatment Facility. Staff is recommending utilizing the City of Peoria JOC #ACON18313B Amendment 2 with Felix Construction to complete the work at the Wastewater Treatment Facility. The cost of this project is \$109,000, including a \$14,704 contingency. This contract meets all City of El Mirage bid requirements. The additional \$9,000 project cost will be covered by savings in line item 54-400-256.

FISCAL IMPACT: \$109,000

DEPARTMENT LINE ITEM ACCOUNT: 54-408-670 (\$109,000)

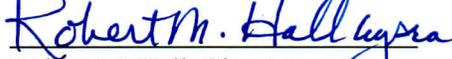
BALANCE IN LINE ITEM IF APPROVED: \$542,441;

Finance Director:


Robert Nilles

12/18/15
Date

Approved as to form:


Robert M. Hall, City Attorney

12/18/2015
Date

City Manager:


for Dr. Spencer A. Isom

12/18/15
Date



City of Peoria, Arizona Job Order Contract



Statement of Qualifications No: P13-0042A

Job Description: JOC for Water & Wastewater Treatment Facilities Projects

Location: City of Peoria, Materials Management
Mailing Address: 9875 N. 85th Ave., 2nd Fl., Peoria, AZ 85345

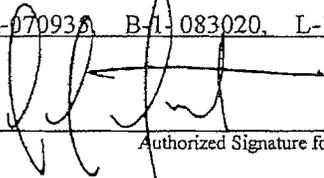
Contact: Christine Finney, CPPB
Phone: (623) 773-7115

OFFER

Contractor's License Number:

A-070936 B-1-083020, L-11-172036

Felix Construction Company
Job Order Contractor Name



Authorized Signature for Offer

1326 West Industrial Drive
Address

David Giannetto
Printed Name

Coolidge, AZ 85128
City State Zip Code

Principal
Title

(480) 464-0011
Telephone

(480) 464-0078
Facsimile

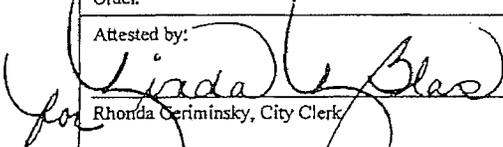
ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the construction services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., of the contract 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 Notice to Proceed and Purchase Order.

Attested by:

City of Peoria, Arizona

Eff. Date: April 12, 2013


Rhonda Ceriminsky, City Clerk

Approved as to form:


Stephen M. Kemp, City Attorney



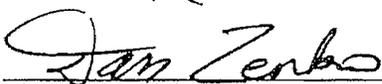
City Seal
Copyright 2003 City of Peoria, Arizona

CC

ACON 18313
Contract Number

Awarded on April 11, 2013

Official File


Dan Zenko, Materials Management Supervisor

A . CON 18313



CONTRACT AMENDMENT

Solicitation No. P13-0042A Page 1 of 1

Description: JOC for Water & Wastewater Treatment Facilities Projects (Felix Construction Co.)

Amendment No. One (1) Date: April 7, 2014

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney

The following changes are hereby made to the contract:

I. **Contract Extension** - In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on April 11, 2014 and is hereby extended an additional twelve (12) months. The new Contract Term is **April 12, 2014 to April 11, 2015.**

II. **Page 17, Section 9.3, (Job Order Cost Proposal Structure)** is hereby **DELETED** and REPLACED with the following REVISED Section 9.3 *Changes shown in italicized underline.*

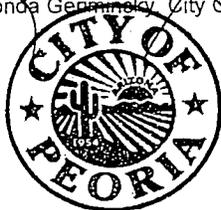
9.3. Job Order Cost Proposal Structure. For each Job Order, the Job Order Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the Owner. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), allowable overhead costs (includes insurance), allowable profit, cost of subcontractors (supported by quotes), and contractor's overhead allowance (*not to exceed 5 percent*) for subcontractor costs.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>04/09/2014</u>	<u>David Giannetto, Principal</u>	<u>Felix Construction Company</u>	
Signature	Date	Typed Name and Title	Company Name	
<u>1326 West Industrial Drive</u>		<u>Coolidge</u>	<u>AZ</u>	<u>85128</u>
Address		City	State	Zip Code

Attested By:

for Rhonda Germinolov, City Clerk



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CC Number

ACON18313A
Contract Number

Director: Bill Mattingly, Public Works/Utilities Director

4/9/14
Department Rep: Carl Zook, PE, Construction Superintendent

Approved, as to Form:

Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:
April 17, 2014, at Peoria, Arizona

Dan Zenko, Materials Manager



CONTRACT AMENDMENT

Solicitation No. P13-0042A Page 1 of 1

Description: JOC for Water & Wastewater Treatment Facilities Projects (Felix Construction Co.)

Amendment No. Two (2) Date: 12/30/14

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 4/11/15.

The New Contract Term Is: 4/12/15 to 4/11/16

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	01/21/2015	David Giannetto, Principal	Felix Construction Company
Signature	Date	Typed Name and Title	Company Name
1326 W. Industrial Drive		Coolidge	AZ 85128
Address		City	State Zip Code

Attested By:

Rhonda Gerlinsky, City Clerk



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CC Number

ACON18313B
Contract Number

(for Bill Mattingly)
Director: Bill Mattingly, Public Works/Utilities Director

Project Manager: Dan Davis/Construction Superintendent

Approved as to Form:

Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

January 28, 2015 at Peoria, Arizona

Dan Zenko, Materials Manager

SCANNED
ACON18313B



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P13-0042

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

JOB ORDER CONTRACTING For Water & Wastewater Facilities Projects

SECTION 1 - INTRODUCTION

1.1 Introduction

The City of Peoria Arizona is seeking experienced contractors to provide services as described below for various projects utilizing Job Order Contracting (JOC) project delivery. Job Order Contracting may include design services, pre-construction services, construction work, maintenance and as-built documents. The contract period will be for an initial term of one (1) year with no more than four (4) additional one-year extensions.

During the term of the contract, work shall be conducted as a series of individual job orders. Projects determined by the City to be appropriate for this Job Order Contract, the City will request that the Contractor prepare a scope of work, cost proposal and project schedule. If acceptable, the City will issue an Individual Job Order Agreement and direct the Contractor to proceed with the work. Although the City anticipates that awarded Contractors will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue job orders based on ability of the Contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

1.2 Cooperative Purchasing

Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

1.3 Project Budget

The City of Peoria Capital Improvement Program identifies funding for projects in fiscal year 2013 and shows planned projects for the next ten years. A copy of the City's ten year CIP can be viewed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54959>. The approved 2013 budget is available to fund various projects utilizing the awarded JOC contract. Estimated value (combination of all projects) is between \$5,000,000 and \$6,000,000 in the first whole fiscal year (2014). Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC exceed \$3,000,000.



City of El Mirage Job Order Cost Proposal



CONTRACTOR NAME: Felix Construction Company

Contract Type: TBD City Project No.: TBD
 Job Order No.: TBD Contractor's Job No.: 1732.XX
 City Project Mgr.: Adam Ford Prepared by: Kory Burden
 Fee Type: GMP Date: 11/25/2015
 Location: El Mirage WWTP Revision: Rev 0
 Job Title: Repair Chlorine Storage Tank Area

Description of Work to be Performed (supporting information attached): See attached Bid Scope and Bid Assumptions for additional information and clarifications.

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity
Project Manager	Hours	40.00
Project Engineer	Hours	0.00
Admin	Hours	0.00
Project Superintendent	Hours	16.00
Foreman	Hours	53.13
Craftsman	Hours	115.52
Apprentice / Laborer	Hours	115.52
Elect Professional Engineer	Hours	0.00
Elect Project Manager	Hours	0.00
Elect Technician - Apprentice	Hours	0.00
Elect General Laborer	Hours	0.00
Elect Admin	Hours	0.00

Labor Cost		Position
Each	Total	Total
\$ 72.00	\$ 2,880.00	\$ 2,880.00
\$ 55.00	\$ -	\$ -
\$ 35.00	\$ -	\$ -
\$ 68.25	\$ 1,092.00	\$ 1,092.00
\$ 48.75	\$ 2,589.86	\$ 2,589.86
\$ 34.50	\$ 3,985.47	\$ 3,985.47
\$ 28.50	\$ 3,292.34	\$ 3,292.34
\$ 85.00	\$ -	\$ -
\$ 65.00	\$ -	\$ -
\$ 36.00	\$ -	\$ -
\$ 28.50	\$ -	\$ -
\$ 35.00	\$ -	\$ -
Subtotal Labor Cost (A)		\$ 13,839.67

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)

Item	Unit	Quantity
Backhoe	Hours	6.00
Excavator	Hours	0.00
Loader	Hours	0.00
Boom Truck	Hours	0.00
Water Truck	Hours	0.00
Water Wagon	Hours	3.00
Air Compressor	Hours	0.00
Compactor - Hand	Hours	0.00
Dump Truck	Hours	0.00
Roller	Hours	0.00
ext Reach Forklift	Hours	0.00
Crane	Hours	0.00
Pickup Truck - Light Duty	Hours	40.00
Pickup Truck - 1 Ton	Hours	69.13
Small Tools & Supplies (Consumables)	Hours	284.17
Manlift	Hours	0.00
Portable Welder	Hours	0.00

Equipment		Item
Each	Total	Total
\$ 51.36	\$ 308.16	\$ 308.16
\$ 142.94	\$ -	\$ -
\$ 65.60	\$ -	\$ -
\$ 54.44	\$ -	\$ -
\$ 61.93	\$ -	\$ -
\$ 14.98	\$ 44.94	\$ 44.94
\$ 16.48	\$ -	\$ -
\$ 9.00	\$ -	\$ -
\$ 63.36	\$ -	\$ -
\$ 37.75	\$ -	\$ -
\$ 52.82	\$ -	\$ -
\$ 129.94	\$ -	\$ -
\$ 16.81	\$ 672.40	\$ 672.40
\$ 25.43	\$ 1,757.86	\$ 1,757.86
\$ 6.50	\$ 1,847.08	\$ 1,847.08
\$ 17.95	\$ -	\$ -
\$ 7.07	\$ -	\$ -

Concrete Pump	Hours	0.00
Other Eq	Hours	0.00
Div 1 GC - Equipment (J-John)	LS	0.00

\$ 1.00	\$ -	\$ -
\$ 1.00	\$ -	\$ -
\$ 150.00	\$ -	\$ -
Subtotal Equipment Cost (B)		\$ 4,630.44

SECTION C: MATERIALS

Item	Unit	Quantity
Disposal of Demo'd Materials	LS	1.00
Concrete Materials & Accessories	LS	1.00
Poly Tanks (1,000 and 500 Gallon)	LS	1.00
Anchor Bolts and Grout	LS	1.00
Pipe, Valves, Fittings and Supports	LS	1.00
General Conditions of the Work	LS	1.00

Material		Item
Each	Total	Total
\$ 800.00	\$ 800.00	\$ 800.00
\$ 3,613.10	\$ 3,613.10	\$ 3,613.10
\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
\$ 600.00	\$ 600.00	\$ 600.00
\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
\$ 1,095.73	\$ 1,095.73	\$ 1,095.73
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
Subtotal Material Cost (C)		\$ 12,108.83

SECTION D: SUBCONTRACTORS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
TBD	Painting & Pipe ID, Chemical Resistant Coatings	\$ 20,750.00
TBD	Disconnect / Reconnect Electrical Devices	\$ 2,500.00
		\$ -
		\$ -
		\$ -
		\$ -
Subtotal Subcontractor & Consultants (D)		\$23,250.00

OVERHEAD: **6.00%** (% to be taken from matrix)

PROFIT: **10.00%** (% to be taken from matrix)

Subtotal General Contractor Costs (A+C):	\$ 25,948.50
O&P (16.00% of A+C):	\$4,161.76
Subtotal General Contractor Costs (B):	\$ 4,630.44
Total General Contractor Costs including O&P:	\$ 34,730.71
Subtotal Subcontractor Costs (D)	\$23,250.00
Subcontractor Profit (5% of D)	\$1,162.50
Total Subcontractor Costs including O&P:	\$24,412.50
TOTAL GC and Subcontractor Costs including O&P:	\$59,143.21
Insurance Costs @ 1.0%	\$591.43
Bond Costs @ 1.5%	\$887.15
Sales Tax (65% of 9.3%)	\$3,664.59

Subtotal Job Cost: \$64,286.37

Owner's Contingencies \$3,214.32

Owner must provide prior approval (in writing) before the use of any Contingency Funds

TOTAL JOB COST: \$67,500.69

Submitted by:

Kory Burden, Estimator / Project Manager

Wednesday, November 25, 2015

Date



City of El Mirage Job Order Cost Proposal

Bid Scope



Project: Repair Chlorine Storage Tank Area
Date: 11/25/15
Revision: Rev 0

Includes:

- 1 Removal of existing Chlorine Storage Tanks and Piping
- 2 Removal of existing containment curb that is badly deteriorated
- 3 Install New Concrete Tank Pads
- 4 Install New Concrete Containment Curb
- 5 Install New 1,000 and 500 Gallon Poly Tanks (1 each)
- 6 Install New Pipe, Valves and Fittings with SST Unistrut Type Supports (Plant has some of the pipe, valves and fittings)
- 7 Disconnect and Reconnect electrical instrumentation for the work
- 8 Paint and Pipe ID new CPVC piping and tanks
- 9 Chemical Coating of the Interior of the Chlorine Containment Area
- 10 Visual leak testing based on static head pressure

Excludes:

- 1 Programming
- 2 Permits
- 3 Materials Testing / Inspections
- 4 Hazardous Materials Testing and Abatement
- 5 Temporary Chlorination Storage / Equipment / Operation of any kind.
- 6 Chemical fills of any kind
- 7 Design / Structural Engineering of any kind

Potential Contingency Usage:

- 1 Structural repairs for excessive concrete degradation in or on existing slab
- 2 Structural Assessment (Concrete and/or Reinforcing Repairs)
- 3 Replacement of faulty electrical devices



City of El Mirage Job Order Cost Proposal



Bid Assumptions

Project: Repair Chlorine Storage Tank Area

Date: 11/25/15

Revision: Rev 0

Price Assumes:

- 1 Normal working hours
- 2 No temporary feed system is needed to be supplied by Felix
- 3 All existing electrical equipment can be re-used and is operable.
- 4 Tanks will be emptied and existing pipe lines will be drained and de-pressurized
- 5
- 6
- 7
- 8
- 9
- 10

Assumes Owner to Provide:

- 1 Programming
- 2 Site Access
- 3 Approval of Product Submittals prior to procurement (Poly Tanks, Chemical Pipe, Valve & Fittings, Concrete Coating System, Pipe ID System)
- 4 Chemical fills of any kind
- 5
- 6

DRAFT



**City of El Mirage Job Order Cost Proposal
JOC Pricing Matrix**

TBD

Company Name: Felix Construction Company

	\$1.00 to \$100,000	\$100,000 to \$250,000	\$250,000 to \$500,000	\$500,000 to \$1,000,000	over \$1,000,000
Indirect Cost of the Work					
General & Administrative Expense (Overhead)	6.00%	5.75%	5.75%	5.50%	5.50%
Job Order Contractor's Fee (Profit)	10.00%	9.50%	9.00%	8.75%	8.50%
Payment & Performance Bonds	1.50%	1.50%	1.50%	1.50%	1.50%
Insurance	1.00%	1.00%	1.00%	1.00%	1.00%
AZ/County/City Taxes (65% of .093)	6.045%	6.045%	6.045%	6.045%	6.045%
Total Indirect Cost %	24.55%	23.80%	23.30%	22.80%	22.55%
Labor Burden Percentage					



City of El Mirage Job Order Cost Proposal



CONTRACTOR NAME: **Felix Construction Company**

Contract Type: **Peoria JOC Piggyback** City Project No.: **TBD**
 Job Order No.: **TBD** Contractor's Job No.: **1732.XX**
 City Project Mgr.: **Adam Ford** Prepared by: **Kory Burden**
 Fee Type: **GMP** Date: **12/7/2015**
 Location: **El Mirage WWTP** Revision: **Rev 0**
 Job Title: **Odor Scrubber Chemical Feed Pumps**

Description of Work to be Performed (supporting information attached): See attached Bid Scope and Bid Assumptions for additional information and clarifications.

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity
Project Manager	Hours	8.00
Project Engineer	Hours	0.00
Admin	Hours	0.00
Project Superintendent	Hours	8.00
Foreman	Hours	20.00
Craftsman	Hours	20.00
Apprentice / Laborer	Hours	20.00
Elect Professional Engineer	Hours	0.00
Elect Project Manager	Hours	0.00
Elect Technician - Apprentice	Hours	0.00
Elect General Laborer	Hours	0.00
Elect Admin	Hours	0.00

	Labor Cost		Position
	Each	Total	Total
\$ 72.00	\$ 576.00	\$ 576.00	
\$ 55.00	\$ -	\$ -	
\$ 35.00	\$ -	\$ -	
\$ 68.25	\$ 546.00	\$ 546.00	
\$ 48.75	\$ 975.00	\$ 975.00	
\$ 34.50	\$ 690.00	\$ 690.00	
\$ 28.50	\$ 570.00	\$ 570.00	
\$ 85.00	\$ -	\$ -	
\$ 65.00	\$ -	\$ -	
\$ 36.00	\$ -	\$ -	
\$ 28.50	\$ -	\$ -	
\$ 35.00	\$ -	\$ -	
Subtotal Labor Cost (A)			\$ 3,357.00

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)

Item	Unit	Quantity
Backhoe	Hours	0.00
Excavator	Hours	0.00
Loader	Hours	0.00
Boom Truck	Hours	0.00
Water Truck	Hours	0.00
Water Wagon	Hours	0.00
Air Compressor	Hours	0.00
Compactor - Hand	Hours	0.00
Dump Truck	Hours	0.00
Roller	Hours	0.00
ext Reach Forklift	Hours	0.00
Crane	Hours	0.00
Pickup Truck - Light Duty	Hours	8.00
Pickup Truck - 1 Ton	Hours	28.00
Small Tools & Supplies (Consumables)	Hours	60.00
Manlift	Hours	0.00
Portable Welder	Hours	0.00

	Equipment		Item
	Each	Total	Total
\$ 51.36	\$ -	\$ -	
\$ 142.94	\$ -	\$ -	
\$ 65.60	\$ -	\$ -	
\$ 54.44	\$ -	\$ -	
\$ 61.93	\$ -	\$ -	
\$ 14.98	\$ -	\$ -	
\$ 16.48	\$ -	\$ -	
\$ 9.00	\$ -	\$ -	
\$ 63.36	\$ -	\$ -	
\$ 37.75	\$ -	\$ -	
\$ 52.82	\$ -	\$ -	
\$ 129.94	\$ -	\$ -	
\$ 16.81	\$ 134.48	\$ 134.48	
\$ 25.43	\$ 712.04	\$ 712.04	
\$ 6.50	\$ 390.00	\$ 390.00	
\$ 17.95	\$ -	\$ -	
\$ 7.07	\$ -	\$ -	

Concrete Pump	Hours	0.00
Other Eq	Hours	0.00
Div 1 GC - Equipment (J-John)	LS	0.00

\$	1.00	\$	-	\$	-
\$	1.00	\$	-	\$	-
\$	150.00	\$	-	\$	-
Subtotal Equipment Cost (B)				\$	1,236.52

SECTION C: MATERIALS

Item	Unit	Quantity
Prominent Chemical Pumps	LS	1.00
General Conditions	LS	1.00

Material		Item
Each	Total	Total
\$ 16,630.80	\$ 16,630.80	\$ 16,630.80
\$ 31.72	\$ 31.72	\$ 31.72
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
Subtotal Material Cost (C)		\$ 16,662.52

SECTION D: SUBCONTRACTORS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
TBD	Electrical Re-work to get New Pumps to Operate on Ex. Electrical System	\$ 3,000.00
TBD	Rentals	\$ -
TBD	General Conditions Subcontractors & Consultants	\$ -
TBD		\$ -
TBD		\$ -
TBD		\$ -
Subtotal Subcontractor & Consultants (D)		\$3,000.00

OVERHEAD: **6.00%** (% to be taken from matrix)

PROFIT: **10.00%** (% to be taken from matrix)

Subtotal General Contractor Costs (A+C):	\$ 20,019.52
O&P (16.00% of A+C):	\$3,203.12
Subtotal General Contractor Costs (B):	\$ 1,236.52
Total General Contractor Costs including O&P:	\$ 24,459.16
Subtotal Subcontractor Costs (D)	\$3,000.00
Subcontractor Profit (5% of D)	\$150.00
Total Subcontractor Costs including O&P:	\$3,150.00
TOTAL GC and Subcontractor Costs including O&P:	\$27,609.16
Insurance Costs @ 1.0%	\$276.09
Bond Costs @ 1.5%	\$414.14
Sales Tax (65% of 9.3%)	\$1,710.70

Subtotal Job Cost: \$30,010.09

Owner's Contingencies \$1,500.50

Owner must provide prior approval (in writing) before the use of any Contingency Funds

TOTAL JOB COST: \$31,510.60

Submitted by:

Kory Burden, Project Manager/Estimator

Monday, December 07, 2015

Date



City of El Mirage Job Order Cost Proposal

Bid Scope



Project: Odor Scrubber Chemical Feed Pumps

Date: 12/07/15

Revision: Rev 0

Includes:

- 1 Remove and Replace 6 Chemical Feed Pumps (Prominent)
- 2 Purchase 5 new pumps, Owner Supplies the 6th Pump they have on hand
- 3 Electrical and Manufacturer Troubleshooting to get Pumps to Work with Ex. Electrical Power
- 4
- 5
- 6
- 7
- 8
- 9
- 10

Excludes:

- 1 Programming
- 2 Permits
- 3 Materials Testing
- 4 Hazardous Materials Testing and Abatement
- 5 No guarantee is made that the new pumps will be fully functional with existing electrical system
- 6 Any modifications to Ex. Odor Scrubber to get Prominent Pumps to mount correctly.
- 7 Piping modifications of any kind

Potential Contingency Usage:

- 1 Modifications needed for new pumps to operate correctly
- 2
- 3



City of El Mirage Job Order Cost Proposal

Bid Assumptions



Project: Odor Scrubber Chemical Feed Pumps
Date: 12/07/15
Revision: Rev 0

- # **Price Assumes:**
- 1 Normal working hours
- 2 Scrubbers will be shut down one at a time during normal working hours
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

- # **Assumes Owner to Provide:**
- 1 Programming
- 2 Site Access
- 3 One new chemical feed pump
- 4
- 5
- 6

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**City of El Mirage Job Order Cost Proposal
JOC Pricing Matrix**

Peoria JOC Piggyback

Company Name: Felix Construction Company

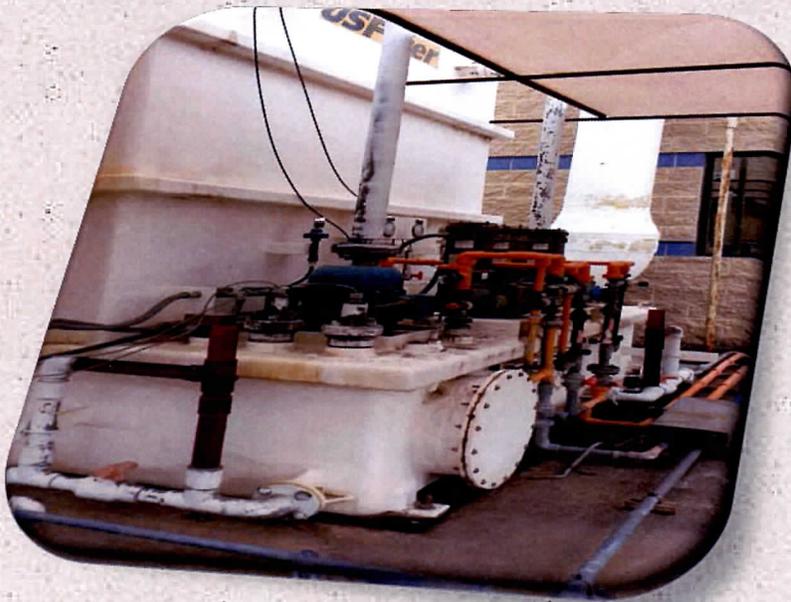
	\$1.00 to \$100,000	\$100,000 to \$250,000	\$250,000 to \$500,000	\$500,000 to \$1,000,000	over \$1,000,000
Indirect Cost of the Work					
General & Administrative Expense (Overhead)	6.00%	5.75%	5.75%	5.50%	5.50%
Job Order Contractor's Fee (Profit)	10.00%	9.50%	9.00%	8.75%	8.50%
Payment & Performance Bonds	1.50%	1.50%	1.50%	1.50%	1.50%
Insurance	1.00%	1.00%	1.00%	1.00%	1.00%
AZ/County/City Taxes (65% of .093)	6.045%	6.045%	6.045%	6.045%	6.045%
Total Indirect Cost %	24.55%	23.80%	23.30%	22.80%	22.55%
Labor Burden Percentage					

ODOR SCRUBBER REPAIRS

SEWER

This project includes the replacement of the chemical pumps and all-PVC piping. The current pumps have worn seals, diaphragms, and are leaking. The cost to rebuild the pumps is the same as a replacement pump. Purchasing new pumps is the better option as they will be much more efficient than the current pumps, even if rebuilt. The PVC piping needs to be replaced because

the new pumps will require re-piping of the system and all of the piping has become brittle with age.



CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	54-Sewer	Fees	\$40,000					\$40,000	\$40,000
Buildings									
Improvements									
Total			\$40,000					\$40,000	\$40,000

CHEMICAL STORAGE CONTAINMENT PROJECT

SEWER

This project is to replace the damaged chemical storage tanks. The tanks are plastic and are currently leaking as age has made them hard and brittle. This would also include the installation of new PVC piping, which is the original piping installed when the plant was constructed. In addition, the concrete containment area is damaged due to the leaking chemical tank and will be replaced as well. This will include concrete rehabilitation, berm replacement, and a chemical resistant coating applied to the new concrete.



CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	54-	Fees	\$60,000					\$60,000	\$60,000
Buildings									
Improvements									
Total			\$60,000					\$60,000	\$60,000



City of Peoria, Arizona Job Order Contract



Statement of Qualifications No: P13-0042A

Job Description: JOC for Water & Wastewater Treatment Facilities Projects

Location: City of Peoria, Materials Management
Mailing Address: 9875 N. 85th Ave., 2nd Fl., Peoria, AZ 85345

Contact: Christine Finney, CPPB
Phone: (623) 773-7115

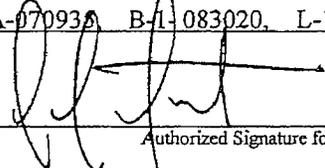
OFFER

Contractor's License Number:

A-070935 B-1-083020 L-11-172036

Felix Construction Company

Job Order Contractor Name



Authorized Signature for Offer

1326 West Industrial Drive

Address

David Giannetto

Printed Name

Coolidge, AZ 85128

City State Zip Code

Principal

Title

(480) 464-0011

Telephone

(480) 464-0078

Facsimile

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

Your offer is hereby accepted. The Contractor is now bound to sell the construction services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., of the contract 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 Notice to Proceed and Purchase Order.

Attested by:

Rhonda Ceriminsky
Rhonda Ceriminsky, City Clerk

City of Peoria, Arizona.

Eff. Date: April 12, 2013

Approved as to form:

Stephen M. Kemp
Stephen M. Kemp, City Attorney

Awarded on April 11, 2013



City Seal
Copyright 2003 City of Peoria, Arizona

CC

ACON18313
Contract Number

Official File

Dan Zenko
Dan Zenko, Materials Management Supervisor

A CON 18313



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

Solicitation No. P13-0042A Page 1 of 1

Description: JOC for Water & Wastewater Treatment Facilities Projects (Felix Construction Co.)

Amendment No. One (1) Date: April 7, 2014

The following changes are hereby made to the contract:

I. **Contract Extension** - In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on April 11, 2014 and is hereby extended an additional twelve (12) months. The new Contract Term is **April 12, 2014 to April 11, 2015.**

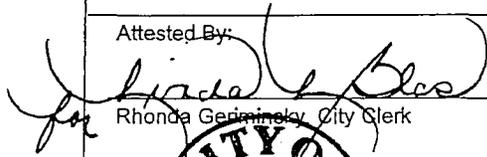
II. **Page 17, Section 9.3, (Job Order Cost Proposal Structure)** is hereby **DELETED** and REPLACED with the following REVISED Section 9.3 *Changes shown in italicized underline.*

9.3. Job Order Cost Proposal Structure. For each Job Order, the Job Order Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the Owner. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), allowable overhead costs (includes insurance), allowable profit, cost of subcontractors (supported by quotes), and contractor's overhead allowance (*not to exceed 5 percent*) for subcontractor costs.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	04/09/2014	David Giannetto, Principal	Felix Construction Company
Signature	Date	Typed Name and Title	Company Name
1326 West Industrial Drive		Coolidge	AZ 85128
Address		City	State Zip Code

Attested By:

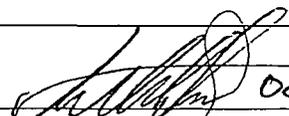

for Rhonda Germinsky, City Clerk

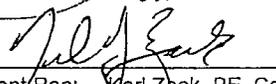


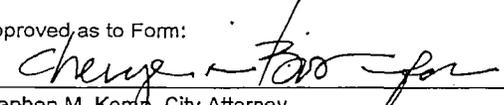
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CC Number

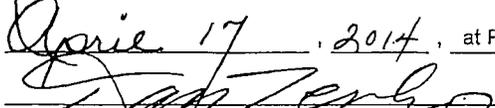
ACON18313A
Contract Number

 04-15-2014
Director: Bill Mattingly, Public Works/Utilities Director

 4/9/14
Department Rep: Carl Zook, PE, Construction Superintendent

Approved as to Form:

Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

 April 17, 2014, at Peoria, Arizona
Dan Zenko, Materials Manager



CONTRACT AMENDMENT

Solicitation No. P13-0042A Page 1 of 1

Description: JOC for Water & Wastewater Treatment Facilities Projects (Felix Construction Co.)

Amendment No. Two (2) Date: 12/30/14

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

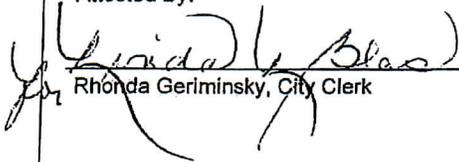
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 4/11/15.

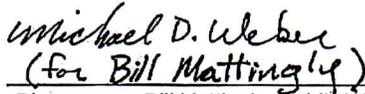
The New Contract Term Is: 4/12/15 to 4/11/16

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>01/21/2015</u>	<u>David Giannetto, Principal</u>	<u>Felix Construction Company</u>
Signature	Date	Typed Name and Title	Company Name
<u>1326 W. Industrial Drive</u>		<u>Coolidge</u>	<u>AZ</u>
Address		City	State
			<u>85128</u>
			Zip Code

Attested By:


Rhonda Geriminsky, City Clerk

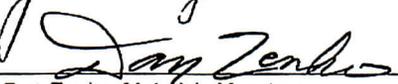

(for Bill Mattingly)
Director: Bill Mattingly, Public Works/Utilities Director

 1-17-15
Project Manager: Dan Davis, Construction Superintendent

Approved as to Form:

Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:
January 28, 2015 at Peoria, Arizona


Dan Zenko, Materials Manager



City Seal
Copyright 2003
City of Peoria, Arizona

SCANNED
ACON18313B



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P13-0042

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

JOB ORDER CONTRACTING For Water & Wastewater Facilities Projects

SECTION 1 - INTRODUCTION

1.1 Introduction

The City of Peoria Arizona is seeking experienced contractors to provide services as described below for various projects utilizing Job Order Contracting (JOC) project delivery. Job Order Contracting may include design services, pre-construction services, construction work, maintenance and as-built documents. The contract period will be for an initial term of one (1) year with no more than four (4) additional one-year extensions.

During the term of the contract, work shall be conducted as a series of individual job orders. Projects determined by the City to be appropriate for this Job Order Contract, the City will request that the Contractor prepare a scope of work, cost proposal and project schedule. If acceptable, the City will issue an Individual Job Order Agreement and direct the Contractor to proceed with the work. Although the City anticipates that awarded Contractors will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue job orders based on ability of the Contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

1.2 Cooperative Purchasing

Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

1.3 Project Budget

The City of Peoria Capital Improvement Program identifies funding for projects in fiscal year 2013 and shows planned projects for the next ten years. A copy of the City's ten year CIP can be viewed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54959>. The approved 2013 budget is available to fund various projects utilizing the awarded JOC contract. Estimated value (combination of all projects) is between \$5,000,000 and \$6,000,000 in the first whole fiscal year (2014). Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC exceed \$3,000,000.



City of El Mirage Job Order Cost Proposal



CONTRACTOR NAME: Felix Construction Company

Contract Type: TBD City Project No.: TBD
 Job Order No.: TBD Contractor's Job No.: 1732.XX
 City Project Mgr.: Adam Ford Prepared by: Kory Burden
 Fee Type: GMP Date: 12/7/2015
 Location: El Mirage WWTP Revision: Rev 02
 Job Title: Repair/Replace Screen & Grit Equipment

Description of Work to be Performed (supporting information attached): See attached Bid Scope and Bid Assumptions for additional information and clarifications.

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity
Project Manager	Hours	80.00
Project Engineer	Hours	0.00
Admin	Hours	0.00
Project Superintendent	Hours	80.00
Foreman	Hours	86.57
Craftsman	Hours	111.57
Apprentice / Laborer	Hours	198.14
Elect Professional Engineer	Hours	0.00
Elect Project Manager	Hours	0.00
Elect Technician - Apprentice	Hours	0.00
Elect General Laborer	Hours	0.00
Elect Admin	Hours	0.00

Labor Cost		Position
Each	Total	Total
\$ 72.00	\$ 5,760.00	\$ 5,760.00
\$ 55.00	\$ -	\$ -
\$ 35.00	\$ -	\$ -
\$ 68.25	\$ 5,460.00	\$ 5,460.00
\$ 48.75	\$ 4,220.36	\$ 4,220.36
\$ 34.50	\$ 3,849.21	\$ 3,849.21
\$ 28.50	\$ 5,647.07	\$ 5,647.07
\$ 85.00	\$ -	\$ -
\$ 65.00	\$ -	\$ -
\$ 36.00	\$ -	\$ -
\$ 28.50	\$ -	\$ -
\$ 35.00	\$ -	\$ -
Subtotal Labor Cost (A)		\$ 24,936.64

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)

Item	Unit	Quantity
Backhoe	Hours	0.00
Excavator	Hours	0.00
Loader	Hours	0.00
Boom Truck	Hours	86.57
Water Truck	Hours	0.00
Water Wagon	Hours	0.00
Air Compressor	Hours	0.00
Compactor - Hand	Hours	0.00
Dump Truck	Hours	0.00
Roller	Hours	0.00
ext Reach Forklift	Hours	0.00
Crane	Hours	0.00
Pickup Truck - Light Duty	Hours	80.00
Pickup Truck - 1 Ton	Hours	166.57
Small Tools & Supplies (Consumables)	Hours	396.29
Manlift	Hours	0.00
Portable Welder	Hours	0.00
Concrete Pump	Hours	0.00

Equipment		Item
Each	Total	Total
\$ 51.36	\$ -	\$ -
\$ 142.94	\$ -	\$ -
\$ 65.60	\$ -	\$ -
\$ 54.44	\$ 4,712.95	\$ 4,712.95
\$ 61.93	\$ -	\$ -
\$ 14.98	\$ -	\$ -
\$ 16.48	\$ -	\$ -
\$ 9.00	\$ -	\$ -
\$ 63.36	\$ -	\$ -
\$ 37.75	\$ -	\$ -
\$ 52.82	\$ -	\$ -
\$ 129.94	\$ -	\$ -
\$ 16.81	\$ 1,344.80	\$ 1,344.80
\$ 25.43	\$ 4,235.91	\$ 4,235.91
\$ 6.50	\$ 2,575.86	\$ 2,575.86
\$ 17.95	\$ -	\$ -
\$ 7.07	\$ -	\$ -
\$ 1.00	\$ -	\$ -

Other Eq	Hours	0.00
Div 1 GC - Equipment (J-John)	LS	0.00

\$	1.00	\$	-	\$	-
\$	150.00	\$	-	\$	-
Subtotal Equipment Cost (B)				\$	12,869.52

SECTION C: MATERIALS

Item	Unit	Quantity
Grit System	LS	1.00
Screenings System	LS	1.00
Anchor Bolts & Grout	LS	1.00
Nut, Bolt and Gasket Kits & Wash Water Piping	LS	1.00
Disposal of Demo'd Equipment	LS	1.00
General Conditions of the Work	LS	1.00

Material		Item
Each	Total	Total
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 440.00	\$ 440.00	\$ 440.00
\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
\$ 1,038.16	\$ 1,038.16	\$ 1,038.16
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
Subtotal Material Cost (C)		\$ 4,978.16

SECTION D: SUBCONTRACTORS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
Felix E, I & C	**Electrical Allowance**	\$ 35,000.00
TBD	Mob / Demob	\$ 600.00
TBD		\$ -
TBD		\$ -
TBD		\$ -
Subtotal Subcontractor & Consultants (D)		\$35,600.00

OVERHEAD: **6.00%** (% to be taken from matrix)

PROFIT: **10.00%** (% to be taken from matrix)

Subtotal General Contractor Costs (A+C): \$ 29,914.80
 O&P (**16.00%** of A+C): \$4,786.37
 Subtotal General Contractor Costs (B): \$ 12,869.52
 Total General Contractor Costs including O&P: \$ 47,570.69

Subtotal Subcontractor Costs (D) \$35,600.00
 Subcontractor Profit (**5%** of D) \$1,780.00
 Total Subcontractor Costs including O&P: \$37,380.00

TOTAL GC and Subcontractor Costs including O&P: \$84,950.69
 Insurance Costs @ 1.0% \$849.51
 Bond Costs @ 1.5% \$1,274.26
 Sales Tax (65% of 9.3%) \$5,263.65

Subtotal Job Cost: \$92,338.11

Owner's Contingencies \$4,616.91

Owner must provide prior approval (in writing) before the use of any Contingency Funds

TOTAL JOB COST: \$96,955.01

**** Electrical Allowance will be charged on a T&M Basis and paid for actual time and materials used for the project****

Submitted by:

 Kory Burden, Estimator / Project Manager

 Monday, December 07, 2015
 Date



City of El Mirage Job Order Cost Proposal

Bid Scope



Project: Repair/Replace Screen & Grit Equipment
Date: 12/07/15
Revision: Rev 02

Includes:

- 1 Remove and replace equipment per Attached Proposals for both Screening and Grit Systems
- 2 Installation of Owner Supplied Equipment
- 3 Only minor modifications, if any for piping and supports changes
- 4 An Electrical Allowance is included for this work since we cannot quantify the actual time it will take we are proposing to complete the electrical work on a Time & Material basis
- 5 Screen System will be taken out of service one at a time
- 6
- 7
- 8
- 9
- 10

Excludes:

- 1 Programming
- 2 Permits
- 3 Materials Testing
- 4 Hazardous Materials Testing and Abatement
- 5 Engineering / Design Services of any type
- 6 Painting / Coatings of any kind
- 7 Procurement of Replacement Equipment

Potential Contingency Usage:

- 1 Unforeseen Conditions that cannot be determined while the equipment is in operation
- 2 Structural Repairs and Coatings, if needed.
- 3



City of El Mirage Job Order Cost Proposal



Bid Assumptions

Project: Repair/Replace Screen & Grit Equipment
Date: 12/07/15
Revision: Rev 02

Price Assumes:

- 1 Normal working hours
2 No Bypass Pumping is required
3 Only parts / equipment furnished by Goble Sampson thru the Owner will be removed and replace
4 Existing Electrical Instrumentation and Devices are in Good Working Order if we are to Re-Use them
5
6
7
8
9
10

Assumes Owner to Provide:

- 1 Programming
2 Site Access
3 Isolation of flows to equipment to facilitate construction activities
4
5
6



**City of El Mirage Job Order Cost Proposal
JOC Pricing Matrix**

TBD

Company Name: Felix Construction Company

	\$1.00 to \$100,000	\$100,000 to \$250,000	\$250,000 to \$500,000	\$500,000 to \$1,000,000	over \$1,000,000
Indirect Cost of the Work					
General & Administrative Expense (Overhead)	6.00%	5.75%	5.75%	5.50%	5.50%
Job Order Contractor's Fee (Profit)	10.00%	9.50%	9.00%	8.75%	8.50%
Payment & Performance Bonds	1.50%	1.50%	1.50%	1.50%	1.50%
Insurance	1.00%	1.00%	1.00%	1.00%	1.00%
AZ/County/City Taxes (65% of .093)	6.045%	6.045%	6.045%	6.045%	6.045%
Total Indirect Cost %	24.55%	23.80%	23.30%	22.80%	22.55%
Labor Burden Percentage					

Wednesday, December 02, 2015

City of El Mirage
10355 N. 121st Ave.
El Mirage, Arizona 85335

Attn: Shane Swartwout, Utilities Supervisor

Re: Fine Screen and Grit System Replacement Project

Subject: Piggyback JOC Terms & Conditions

Mr. Swartwout,

Please find the attached Peoria JOC Agreement that we will abide by along with both Amendments that extend the contract through April of 2016. We will follow these terms and conditions for the recent Fine Screen and Grit System Replacement Project proposal.

If you have any questions or wish to discuss this matter further please contact me at (480) 464-0011 or mobile (602) 615-6473.

Sincerely,



Kory Burden
Felix Construction Company
Project Manager/Estimator

Xc: 1731.01.002 - FCC Project Files

ODOR SCRUBBER REPAIRS

SEWER

This project includes the replacement of the chemical pumps and all PVC piping. The current pumps have worn seals, diaphragms, and are leaking. The cost to rebuild the pumps is the same as a replacement pump. Purchasing new pumps is the better option as they will be much more efficient than the current pumps, even if rebuilt. The PVC piping needs to be replaced because

the new pumps will require re-piping of the system and all of the piping has become brittle with age.



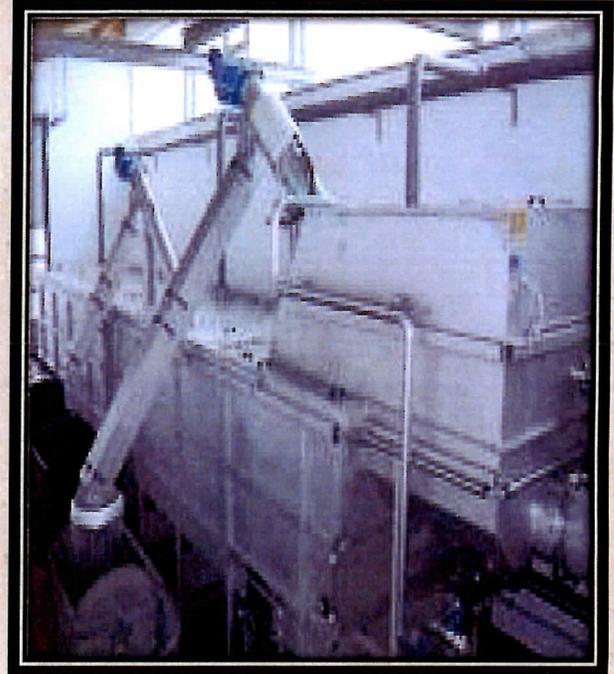
CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	54- Sewer	Fees	\$40,000					\$40,000	\$40,000
Buildings									
Improvements									
Total			\$40,000					\$40,000	\$40,000

FINE SCREENS REPLACEMENT PROJECT

SEWER

This project is to replace the current fine screens system with new, more efficient equipment. The two current units are 13 years old and are not performing as they should. This is causing more solids to build up in the basins and accelerated wear on other equipment.



CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	54-	Fees	\$550,000					\$550,000	\$550,000
Buildings									
Improvements									
Total			\$550,000					\$550,000	\$550,000

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: 12/10/2015</p> <p>DATE ACTION REQUESTED 01/05/2016</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 type="checkbox"/> ORDINANCE # _____</p> <p><input checked="" type="checkbox"/> OTHER: Contract</p>	<p>SUBJECT: Consideration and action to approve a sole source purchase, from Goble Sampson Associates, for parts and equipment to rebuild the Fine Screen and Grit Removal system at the Wastewater Treatment Facility, in an amount not-to-exceed \$217,000.</p>
--	--	--

<p>TO: Mayor and Council</p>
<p>FROM: Larry Dobrosky, Deputy City Manager </p>
<p>RECOMMENDATION: Approve a sole source purchase from Goble Sampson Associates for parts and equipment to rebuild the Fine Screen and Grit Removal system at the Wastewater Treatment Facility in an amount not-to-exceed \$217,000.</p>
<p>PROPOSED MOTION: I move to authorize the sole source purchase from Goble Sampson Associates as recommended.</p>
<p>ATTACHMENT: Fine Screen and Grit Removal Proposals, Cost Summary Spreadsheet, Sole Source Letter , and CIP Project Sheet</p>

DISCUSSION: Budgeted in the FY15/16 CIP is \$550,000 for the replacement of the Fine Screens System at the Wastewater Treatment Facility. The City will recognize a significant savings by completely rebuilding the existing system instead of replacing it, and still experience the same longevity of the system. Staff is recommending a sole source purchase of the parts and equipment directly from Goble Sampson Associates, in an amount not-to-exceed \$217,000, which includes a \$20,200 contingency.

FISCAL IMPACT: \$217,000

DEPARTMENT LINE ITEM ACCOUNT: 54-408-670

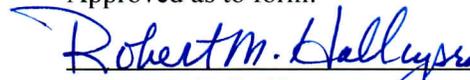
BALANCE IN LINE ITEM IF APPROVED: \$223,441

Finance Director:


Robert Nilles

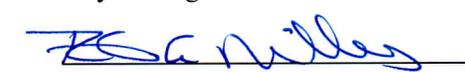
12/18/15
Date

Approved as to form:


Robert M. Hall, City Attorney

12/18/2015
Date

City Manager:


for Dr. Spencer A. Isom

12/18/15
Date

WESTECH
an employee-owned company

Proposal For:
El Mirage

Equipment:
CleanFlo™ Spiral Screen

Represented By:
Goble Sampson Associates
1745 S Alma School Road, Suite 275
Mesa, Arizona 85210
Contact: Josh Ziembiec
Phone: (480) 969-3667
jziembiec@goblesampson.com

Furnished By:
WesTech Engineering, Inc.
Salt Lake City, Utah 84115
Contact: Todd Campbell
Direct: 847.775.2403
Phone: 801.265.1000
Fax: 801.265.1080

WesTech Proposal: 1560673
Tuesday, October 13, 2015

WESTECH

ITEM: "A" - Two (2) CleanFlo™ Spiral Screen Model FSI6

EACH UNIT FURNISHED COMPLETE BY WESTECH WITH THE FOLLOWING COMPONENTS:

BASIS OF DESIGN (EACH)

Application:	Domestic Sewage Screening
Peak Design Flow:	5.5 MGD
Screen Opening:	1/4 inch
Opening Type:	Perforated
Angle of Inclination:	35 degrees from horizontal
Inlet Connection:	Existing
Outlet Connection:	Existing
Discharge Height w/ Bagger:	72 inches from top of channel

Washwater Requirements:

Basket Spray:	10 gpm @ 40 psi
Transport Tube Spray:	2 gpm @ 40 psi
Compaction Zone Flush:	2 gpm @ 40 psi

FINE SCREEN (EACH)

- Semi-cylindrical screenings basket from type 304 stainless steel
- Conveyor tube with wear bars from type 304 stainless steel.
- Neoprene side seals fastened to basket to prevent bypass around the screen.
- Shaftless spiral screw from high strength alloy steel with protective primer coating and brushes attached in the basket area. Brushes are supplied in sections each covering 180° of the spiral and shall have nylon bristles molded into a plastic core and attached to the screw with stainless steel fasteners.
- Dual chambered dewatering and discharge zone from type 304 stainless steel with hinged access door.
- Dewatering zone drain flush spray system from type 304 stainless steel with manual ball valve.
- Plastic hose for drain connection to direct pressate back into the channel.
- Drive unit with 1.5 HP motor suitable for 460/3/60 electrical supply.
- Dual brushes provide additional support of the shaftless spiral.
- Basket mounted spray bar from type 304 stainless steel with manual ball valve.
- Transport tube spray manifolds from type 304 stainless steel with manual ball valve.
- Discharge chute extension from type 304 stainless steel.
- Continuous bagger assembly to collect dewatered screenings at discharge with refillable bag cassette.

FINE SCREEN SUPPORTS (EACH)

- Screen shall attach to existing support points on the tank allowing the unit to be rotated out of the tank.

HARDWARE (EACH)

- Assembly fasteners from type 304 stainless steel.
- Anchor rods from type 304 stainless steel.

CONTROLS AND ELECTRICAL DEVICES (TOTAL)

- One (1) NEMA 4X type 304 stainless steel main control panel suitable for 480/3/60 electrical supply. Control panel shall contain the following devices for operation of Two (2) screens:
 1. Step down control transformer and disconnect with handle.
 2. Branch circuit protection.
 3. Drive motor starter. (X2)
 4. Emergency stop pushbutton.
 5. Screen HOA switch. (X2)
 6. Screen FOR switch (X2)
 7. Basket Spray HOA switch. (X2)
 8. Compaction Zone HOA switch (2)
 9. Load monitor for overload protection.
 10. Hour meter for screen motor.
 11. Control power and run indicating lights.
 12. Alarm light indicating overcurrent and starter overload.
 13. Alarm reset pushbutton.
 14. Allen Bradley MicroLogix 1400 PLC
 15. Allen Bradley PanelView C400 HMI.
 16. Run and alarm auxiliary contacts.
 17. Panel Heater with thermostat.
 18. UL Label

CONTROLS AND ELECTRICAL DEVICES (EACH)

- One (1) NEMA 4X local Emergency Stop pushbutton for field mounting at the unit.
- Two (2) NEMA 4X 120V solenoid valve to control water spray functions.
- One (1) Milltronics Pointek ULS200 ultrasonic sensor.

SPARE PARTS (EACH)

- None.

FIELD SERVICE (TOTAL)

- One (1) trip and one (1) day for installation inspection, start up, and instruction of plant personnel.

CLARIFICATIONS/COMMENTS

- Unit anchorage designed around RedHead A7 adhesive system. Adhesive and applicator by others.
- Screens to be installed into the existing tanks.
- Washwater piping up to the unit connection points is by others, not by WesTech.
- Electrical devices are non-hazardous rated. If hazardous rated devices are required, a change order may be necessary.

WESTECH

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS:

ITEMS NOT BY WESTECH: Electrical wiring, conduit or electrical equipment, piping, valves, or fittings, shimming material, lubricating oil or grease, shop or field painting, field welding, erection, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, hoist or lifting apparatus, grating, platforms, stairs, handrailing, or field service (except as specifically noted).

This proposal section has been reviewed for accuracy and is approved for issue:

By: **Todd Campbell**

Date: October 7, 2015

PRICING

ITEM	EQUIPMENT	PRICE (U.S.)
"A"	(2) CleanFlo™ Spiral Screen Model FSI6	\$109,870.00
	Sales Tax*	\$9247.27

*Sales tax amount is sale price less freight and field service.

Time of Acceptance: This offer to sell is subject to receipt of your purchase order on or before **November 7, 2015**.

Please ensure to reference this quotation number and date on your purchase order. Please make order to: WesTech Engineering, Inc. 3665 S. West Temple Salt Lake City, Utah 84115 Attn: Catarina N. Garcia cgarciaw@westech-inc.com.

We appreciate the opportunity to offer our equipment. Upon award of an order, we assure you of our continued interest and service. At WesTech we realize that only the best possible equipment will be accepted, and we trust we will exceed your expectations.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

The above mentioned equipment was designed according to the information which we received. The dimensions may vary slightly depending upon the plant's actual design parameters. Assumed values may have been used, therefore, all information shall be verified by the engineer.

Unless otherwise indicated, prices listed are for equipment only. All optional items will be offered with the purchase of the scoped equipment only. No optional items will be sold separately.

Terms: Terms for equipment are 15 percent payment of the purchase price with submittal drawings, 35 percent upon release for fabrication, and 50 percent net **30 days** from shipment. Retentions are not allowed.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing.

Freight: Prices quoted are **F.O.B. shipping point** with freight allowed to a readily accessible location nearest to jobsite. All claims for damage or loss in shipment shall be initiated by purchaser.

Submittals: Submittals will be made approximately **6 to 8 weeks** after purchase order is received in our office.

Shipment: Estimated shipment time is **18 to 20 weeks** after approved submittal drawings are received in our office.

Field Service: Prices do not include field service unless noted in equipment description. Additional field service is available at \$960.00 per day plus expenses.

Paint: If your equipment has paint included in the price, please take note of the following. Primer paints are designed to provide only a minimal protection from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat be applied within 30 days of shipment on all shop primed surfaces. Without the protection of the final coatings, primer degradation may occur after this period, which in turn may require renewed surface preparation and coating. If it is impractical or impossible to coat primed surfaces within the suggested time frame, WesTech strongly recommends the supply of bare metal, with surface preparation and coating performed in the field. All field surface preparation, field paint, touch-up and repair to shop painted surfaces are not by WesTech.

One Year Warranty

WesTech equipment is backed by WesTech's reputation as a quality manufacturer, and by many years of experience in the design of reliable equipment.

Equipment manufactured or sold by WesTech Engineering, Inc., once paid for in full, is backed by the following warranty:

For the benefit of the original user, WesTech warrants all new equipment manufactured by WesTech Engineering, Inc. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which WesTech's examination shall show to have failed under normal use and service by the original user within one (1) year following initial start-up, or eighteen (18) months from shipment to the purchaser, whichever occurs first.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon WesTech's estimate of the percentage of normal service life realized from the part. WesTech's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by WesTech and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. WesTech neither assumes nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a WesTech factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by WesTech Engineering, Inc.

WesTech Engineering, Inc. makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PARTIES TO CONTRACT: WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.

4. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.

5. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. PAYMENT TERMS: Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.

7. ESCALATION: If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.

(a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.

(b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

8. APPROVAL: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.

9. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.

13. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. SHIPMENTS: Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points,

WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. WARRANTY: WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. PATENTS: WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

20. BACKCHARGES: WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification,

adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

21. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

26. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

FLUIDYNE CORPORATION

5436 Nordic Drive, Suite D Street Cedar Falls, IA 50613
Phone: (319) 266-9967 Fax: (319) 277-6034
<http://www.fluidynecorp.com>



PROPOSAL

FLUIDYNE CORPORATION (HEREINAFTER CALLED THE COMPANY) AGREES TO SELL TO THE PURCHASER AND THE PURCHASER AGREES TO BUY AND ACCEPT FROM THE COMPANY, THE ITEM (S) DESCRIBED HEREIN.

PROJECT: **El Mirage Arizona WWTP
Fluidyne Grit Removal Equipment**

PROPOSAL NO.: FLC 102215 REV A

DATE WRITTEN: December 7, 2015

Representation & Coordination by:

Mr. Joshua J. Ziembiec
Goble Sampson Associates Inc.
1745 S Alma School Rd
Suite 275
Mesa, AZ 85210
Office: 480-969-3667
Fax: 480-969-4096

FLUIDYNE CORPORATION
5436 NORDIC DRIVE, SUITE D
CEDAR FALLS, IOWA 50613
(319) 266-9967

PROPOSAL NO.: FLC 102215 REV A
PROJECT: El Mirage, AZ
DATE: December 7, 2015

Fluidyne is pleased to provide our proposal for the supply of our Hydro-Grit™ - grit removal equipment for the El Mirage, Arizona WWTP. We have reviewed the original scope of supply from 2001. We recommend the following equipment options:

Grit Vortex Chamber:

The original grit vortex chamber looks to be in good shape. From the photos, it appears that the fiberglass grit chamber does not need repair.

Air Supply:

Fluidyne recommends replacing the grit AirCirc blower and accessories.

Fluidyne recommends replacing the grit airlift Compressor and accessories.

The price for the above equipment would be **\$8,088.20**. This price includes 5.6% Arizona State Tax, 0.7% Maricopa County Tax and 3% El Mirage City Tax for a total tax of **\$688.20**. This price does not include mechanical or electrical installation.

Grit Classifier:

Fluidyne recommends to following options:

Option #1:

One (1) Replacement of the internal grit screw only, complete with fitted new bushing, new lower tail stub shaft assembly with gasket and new coupling bolts.

One (1) Replacement of the drive with a complete new drive unit, shop assembled with 1 HP motor.

The pricing for the above equipment would be **\$21,696.05**. This price includes 5.6% Arizona State Tax, 0.7% Maricopa County Tax and 3% El Mirage City Tax for a total tax of **\$1,846.05**. This price does not include mechanical or electrical installation.

Option #2:

One (1) Complete replacement of the entire grit classifier and upgrading to a non v-belt drive, direct coupled motor.

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The pricing for the above equipment would be \$49,731.50. This price includes 5.6% Arizona State Tax, 0.7% Maricopa County Tax and 3% El Mirage City Tax for a total tax of \$4,231.50. This price does not include mechanical or electrical installation.

Grit Control Panel:

Fluidyne recommends upgrading the existing control panel to a brand new NEMA 4X Stainless Steel enclosure to provide all new components.

The pricing for the above equipment would be \$13,771.80. This price includes 5.6% Arizona State Tax, 0.7% Maricopa County Tax and 3% El Mirage City Tax for a total tax of \$1,171.80. This price does not include mechanical or electrical installation.

SERVICE: Service for the purpose of inspection, start up and operator training can be included at a rate of \$1000/day plus travel and living expenses. Travel days will be billed at \$750/day plus travel and living expenses.

EXCLUSIONS: Not furnished by Fluidyne are the following; concrete slab; any pipe, supports, fittings or valves except those specifically included above; out of basin piping, valving or supports; lift station including pumps and controls; anchor bolts; remote panels, disconnects or junction boxes; conduit and wiring external to the control panel; freeze protection or heat tracing; interconnecting hardware and gaskets; hand railing or fencing; control building and accessories; phone line and accessories; effluent sampler and accessories; electrical and mechanical installation labor; off-loading of equipment; jobsite testing; jobsite storage; duties; insurance and other items not specifically mentioned in the body of this proposal.

SHIPMENT: The price quoted is based on a target shipment date of 10 to 14 weeks after receipt of approved drawings.

TAXES: Sales tax has been included in the quoted price.

TERMS OF PAYMENT: Warranties shall apply only when payments are made in full and according to the following schedule:

Net 30 days from the date of invoice

Unless other terms are specified, all payments shall be in United States Dollars and pro rate payments shall become due as deliveries are made. If date of delivery is delayed by purchaser, date of readiness for delivery shall be deemed date of delivery for payment purposes. If purchaser delays manufacture, a payment shall be made based on the purchase price and percentage of

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PROPOSAL NO.: FLC 102215 REV A
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DATE: December 7, 2015

completion, balance payable in accordance with the terms stated. Title shall not pass to purchaser or end user until all payments including final payment and any retention for all goods and services have been received in full by Fluidyne.

If, at any time in Company's judgment, purchaser may be or may become unable or unwilling to meet the terms specified, Company may require satisfactory assurances of full or partial payment as a condition of commencing of continuing manufacture; or in advance of shipment, if shipment has been made, recover the product(s) from the carrier.

DURATION: This proposal shall remain in effect for 60 days after proposal date, unless changed in the interim upon written notice.

FLUIDYNE CORPORATION TERMS OF SALE

The conditions stated below shall constitute a part of the agreement resulting from the acceptance of an order for the whole or any part of the equipment covered by this quotation.

1. ACCEPTANCE:

All orders shall be made out to Fluidyne Corp., 5436 Nordic Drive, Suite D, Cedar Falls, Iowa 50613, and shall be subject to acceptance by Fluidyne. Orders may not be canceled without Fluidyne's written consent, and then only on terms indemnifying Fluidyne against loss. Fluidyne reserves the right to correct any typographical or clerical errors in the proposal, pricing, or specification. Acceptance of any contract by Fluidyne shall be contingent upon credit approval. Performance shall be subject to strikes, fires, accidents, or curtailments in manufacturing or due to delays unavoidable or beyond the control of Fluidyne. No direct or liquidated damages or penalties shall be accepted. Receipt of the original copy of this proposal, signed by the purchaser, shall constitute a purchase order. The drawings and bulletin illustrations submitted with this proposal shall be general type, arrangement and approximate dimensions of the equipment to be furnished. Fluidyne reserves the right to alter such details in design or arrangement of its equipment, which in its judgment would constitute an improvement in construction, application or operation. Fluidyne shall promptly forward all necessary engineering information for installation of its equipment to the purchaser upon receipt of this accepted proposal. Any changes in equipment, arrangement of equipment, or application of equipment requested by purchaser after acceptance of proposal will be made at purchaser's expense.

2. TAXES

The prices quoted are subject to any addition, which may be necessary to cover any tax charge now existing or hereafter imposed by Federal, State, or Municipal

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PROPOSAL NO.: FLC 102215 REV A
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DATE: December 7, 2015

authorities upon equipment or services herein described or the production, sale, distribution or delivery thereof, or upon any feature of this transaction.

3. BINDING RESPONSIBILITIES:

Sales representatives are not authorized to bind us. Typographical errors are not binding.

4. CANCELLATION:

After acceptance, an order shall not be subject to cancellation unless cancellation charges are borne by the Purchaser for work done by the Seller up to the time of receipt of cancellation notice; nor shall such orders be subject to change unless price increases are born by the Purchaser.

5. SHIPMENT AND DELIVERY:

All deliveries quoted are estimates based on Fluidyne's best judgment at the time of this proposal, but shipment on these dates is not guaranteed. Deliveries are figured from date of receipt in Cedar Falls, Iowa of approved order and technical data. Fluidyne will not accept any claims caused by delay in shipment or delivery. It is further understood that storage charges of 1 percent per month will apply commencing 30 days from date of equipment completion if purchaser asks the delivery be delayed after production is started. Billing will be made at time of completion of equipment and paid per standard terms.

6. TERMS OF PAYMENT:

Terms of payment are as stipulated in the body of this proposal. Accounts not paid on net cash due date bear interest at the rate of 1.5 percent per month not to exceed the maximum permissible by law. Title shall not pass to purchaser or end user until all payments including final payment and any retention for all goods and services have been received in full by Fluidyne.

7. INSTALLATION AND INITIAL OPERATION:

All equipment shall be installed by and at the expense of the Purchaser unless otherwise stipulated. The Seller will furnish at its option, engineers to supervise the installation and starting up of the equipment. Field service will be provided by a factory-trained representative at a per diem rate of \$850.00 plus travel and expenses on any additional period not stated in this contract.

8. WARRANTY:

Fluidyne warrants the equipment proposed and described herein against defects in material and workmanship under normal service for a period of one year after date of start-up, not to exceed eighteen months from date of shipment. Parts of products manufactured by others and provided by Fluidyne are warranted only to the extent of the original manufacturer's warranty. This warranty is valid provided that the installation operation and maintenance of the equipment is made in

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PROJECT: El Mirage, AZ
DATE: December 7, 2015

accordance with Fluidyne's instructions. The purchaser must promptly give written notice of any equipment defects to Fluidyne. Under warranty, Fluidyne will provide, without cost to the purchaser, such replacement parts as may be required to repair or replace the defective equipment. All labor as may be required to make such replacements must be made by purchaser unless stated otherwise in this proposal. Qualified Fluidyne personnel or its agents must perform all startup service, or this warranty is void. Fluidyne will not warrant nor replace any material involved when repairs are made without prior written authorization from Fluidyne.

THIS IS FLUIDYNE'S SOLE WARRANTY. FLUIDYNE MAKES NO OTHER WARRANTY OF ANY KIND, IMPLIED OR EXPRESSED: ALL IMPLIED OR EXPRESSED WARRANTY MADE BY ANY PERSON, AGENT OR REPRESENTATIVE WHICH EXCEEDS FLUIDYNE'S AFOREMENTIONED OBLIGATION ARE HEREBY DISCLAIMED BY FLUIDYNE AND EXCLUDED FROM THIS WARRANTY.

9. PATENTS:

The equipment provided by Fluidyne may be covered by patents pending or issued. Fluidyne grants the right to use this equipment without further charges. Fluidyne does not grant rights to use, royalties, or protection against patent litigation arising from use of this equipment in patented processes controlled by others unless otherwise listed above.

10. CHANGE ORDERS:

Any change orders shall be mutually agreeable between buyer and seller.

11. LIABILITY:

In no event shall either party be liable to the other party for anticipated profits or for incidental, special, indirect, punitive or consequential damages under any circumstances. A party's liability on any claim of any kind for any loss or damage arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof shall, in no case, exceed the price allocable to the Equipment or the Services or any unit thereof which gives rise to the claim. Neither Buyer nor Seller shall be liable for penalties of any description.

12. PRICING

Fluidyne pricing is based on these terms of sale. No monies have been included for acceptance of different, additional or modified terms of sale.

SUBMITTED BY: FLUIDYNE CORPORATION
DATE: December 7, 2015
PROJECT: El Mirage, Arizona

FLUIDYNE CORPORATION
5436 NORDIC DRIVE, SUITE D
CEDAR FALLS, IOWA 50613
(319) 266-9967

PROPOSAL NO.: FLC 102215 REV A
PROJECT: El Mirage, AZ
DATE: December 7, 2015

ACCEPTED BY: _____
(Sign and Title)

(Company Name)

DATED: _____

FINE SCREEN AND GRIT REMOVAL SYSTEM

PARTS & EQUIPMENT	\$ AMOUNT
Fine Screen System	\$ 109,870.00
Grit Removal System	\$ 71,591.50
Subtotal	\$ 181,461.50
Tax	\$ 15,338.77
Parts & Equipment Total	\$ 196,800.27
Contingency	\$ 20,199.73
Project Total	\$ 217,000.00



December 7, 2015

Subject: Goble Sampson Sole Source Letter

To whom it may concern:

This letter is to confirm that Goble Sampson Associates is the sole provider of equipment for both Westech and Fluidyne in Arizona and New Mexico. The Goble Sampson office is located in Mesa, AZ and serves the above manufacturers in supplying parts and new equipment throughout the AZ and NM geographical region. Please let me know if you have any questions.

Thanks,

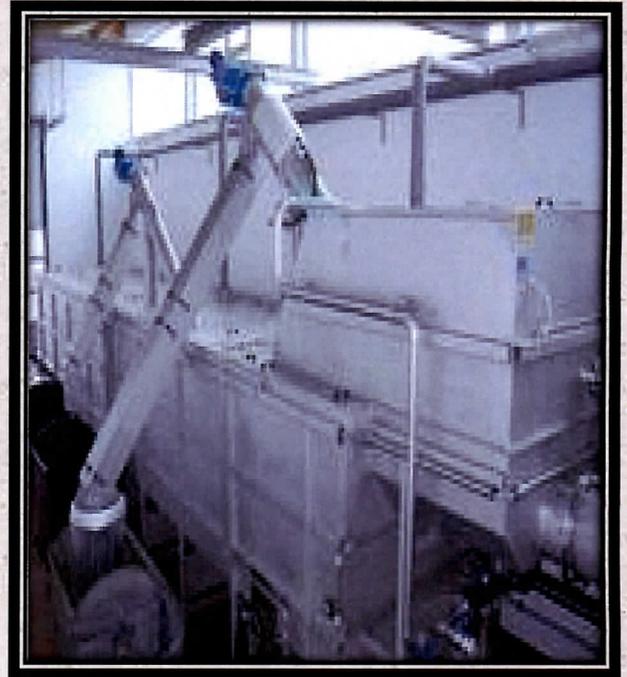
Joshua J. Ziembiec

Joshua J. Ziembiec

FINE SCREENS REPLACEMENT PROJECT

SEWER

This project is to replace the current fine screens system with new, more efficient equipment. The two current units are 13 years old and are not performing as they should. This is causing more solids to build up in the basins and accelerated wear on other equipment.



CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	54-	Fees	\$550,000					\$550,000	\$550,000
Buildings									
Improvements									
Total			\$550,000					\$550,000	\$550,000