

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into this 24 day of February, 2015, and is effective between the City of Glendale, an Arizona municipal corporation ("City"), and Rummel Construction, Inc., an Arizona corporation authorized to do business in the State of Arizona ("Contractor").

RECITALS

- A. City intends to undertake a project for the benefit of the public, with public funds, that is more fully set forth in **Exhibit A** attached ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.

1.2 Project Team.

- a. Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.
- b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
- c. Sub-contractors.
 - (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
 - (2) Contractor will remain fully responsible for Sub-contractor's services.
 - (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
 - (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. The Project shall be completed in accordance with the schedule contained in Exhibit A.

3. Contractor's Work.

- 3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
- 3.2 Licensing. Contractor warrants that:
- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
 - b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approval or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.
- 3.3 Compliance. Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.
- 3.4 Coordination; Interaction.
- a. If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
 - b. Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
 - c. If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.
- 3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use, release or threat of release of any pollutant, contaminant or hazardous substances by Contractor in connection with completion of the Project.
- 3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment.
- 3.7 Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$500,000 per fiscal year, or a maximum of \$2,500,000 if the City exercises all renewal options contemplated in Section 13 (Term) of this agreement, as specifically detailed in Exhibit B ("Compensation").

- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.
- a. Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Unless Exhibit B (Compensation) dictates otherwise, the Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.
- c. Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- d. City will temporarily withhold Compensation amounts as required by A.R.S. § 34-221(C).

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

6.2 **For Cause.** City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

7.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- (A) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (B) **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- (C) **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

7.2 **Other Insurance Provisions.** The insurance policies required by Section 7.1 above must contain, or be endorsed to contain the following insurance provisions:

- (A) **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provide such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- (B) For any claims related to this Project, the **Contractor's insurance coverage shall be primary insurance** as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- (C) Each insurance policy required by the Section shall provide that coverage shall not be canceled, except after providing notice to the City.

7.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

7.4 **Waiver of Subrogation.** Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).

7.5 **Verification of Coverage.** Within 10 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language effecting the coverage required by this Agreement. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

7.6 **Subcontractors.** Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

7.7 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

7.8 **Indemnification.**

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (*i.e.*, a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8. Immigration Law Compliance.

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

9. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

10. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

11. Notices.

- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing, and
 - b. Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

- a. Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Rummel Construction, Inc.
Rick J. Rummel, Vice President
7520 East Adobe Drive
Scottsdale, AZ 85255
Phone: 480-222-9922

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
City of Glendale
Ernie Ruiz, LF-MRF Superintendent
6210 W. Myrtle, Suite 111
Glendale, Arizona 85301
Phone: 623-930-4722

With required copies to:

City of Glendale
City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. **Term.** The term of this contract is for a one-year initial period, which shall commence on the Effective Date of this Agreement, and may be subsequently renewed for four (4) one-year terms. The City may give the Contractor notice of its intent to renew this Agreement thirty (30) days prior to the anniversary of the Effective Date to effectuate such a one-year renewal. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew and the Parties agree in writing to such renewal.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 **Interpretation.**

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 **Survival.** Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

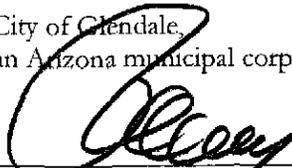
15. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Compensation
- Exhibit C Dispute Resolution

The parties enter into this Agreement as of the date shown above.

City of Glendale,
an Arizona municipal corporation



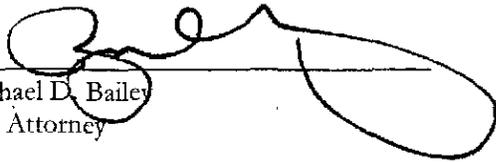
By: ~~Brenda S. Fischer~~ Richard A. Bowers
Its: ~~City Manager~~ Acting City Manager

ATTEST:



Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

Rummel Construction, Inc.
an Arizona corporation



By: Rick J. Rummel
Its: Vice President

WOMEN-OWNED/MINORITY BUSINESS [] YES [X] NO

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

[See attached]



Exhibit A
CITY OF GLENDALE
MATERIALS MANAGEMENT
INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 15-12

DESCRIPTION: LANDFILL GAS AND GROUND WATER SYSTEMS
MAINTENANCE, INSTALLATION, PARTS AND
SERVICE

OFFER DUE DATE AND TIME: AUGUST 21, 2014, AT 2:00 P.M. LOCAL TIME

Offers for the materials or services specified shall be received by the City of Glendale, Materials Management at the specified due date, time and location. Offers received by the correct time and date will be opened and the name of each bidder and the amount of the bid will be publicly read.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Materials Management is located on the 3rd floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Offers are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All offers will be time stamped at the Engineering Department's front counter. Late offers will not be considered.

Offers must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION PRIOR TO SUBMITTING THEIR BIDS.

For questions regarding this solicitation, please contact:
Elmer Garcia, CPPB
Contract Analyst
623-930-2866
[Egarcia1@glendaleaz.com](mailto:EGarcia1@glendaleaz.com)

	<p>Solicitation Number: IFB 15-12</p> <p>LANDFILL GAS AND GROUNDWATER SYSTEMS MAINTENANCE, INSTALLATION PARTS AND SERVICE</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.0

SPECIFICATIONS

1.1 INTRODUCTION

1.1.1 The City of Glendale ("City") intends to enter into a contract with a qualified Contractor for fabrication, installation and delivery of products for the City Landfill methane gas management and water systems, including, but not limited to, earthmoving, backhoe, trenching, and shoring services.

1.2 SCOPE OF WORK

1.2.1 The Contractor shall furnish all labor, materials, supplies and equipment necessary to fabricate, install and deliver products to the City Landfill for maintaining its gas and water management systems.

1.2.2 Contractor must be able to perform maintenance and service on, but not limited to, the following products:

1.2.2.1 SDR 11 HDPE

1.2.2.2 HDPE and PVC-18", 12", 6", 4" and 2" pipe

1.2.3 Majority of these services shall be performed on-site at the City of Glendale Landfill located at 11480 W. Glendale Avenue, Glendale, AZ 85307.

1.2.4 Maintenance services and inspections shall be completed as requested and in accordance with manufacturer's recommendations and warranty requirements.

1.2.5 Contractor will be required to return calls for service within 24 hours.

1.2.6 Contractor must provide a minimum of one year warranty for labor and parts for services provided to the City.

1.2.7 Travel charges will be allowable for Contractor on-site trips. However, the City will not pay travel charges for technician if work is performed off-site at the Contractor's location.

1.3 CONTRACTOR REQUIREMENTS

1.3.1 The Contractor shall have at least five (5) years of experience in providing fabrication, maintenance and installation of methane gas recovery and ground water monitoring systems products and services.

	Solicitation Number: IFB 15-12 LANDFILL GAS AND GROUNDWATER SYSTEMS MAINTENANCE, INSTALLATION PARTS AND SERVICE	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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- 1.3.2 The Contractor shall maintain in current status all Federal, State, County and Local licenses and permits required to operate the Contractor's business.
- 1.3.3 The Contractor shall comply with Occupational Safety and Health Administration (OSHA) standards during the performance of all contracted services.
- 1.3.4 Contractor should be available on NORMAL BUSINESS HOURS (Monday through Friday, 7:00 AM to 6:00 PM), and AFTER BUSINESS HOURS. The City observes the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas.
- 1.3.5 All of the Contractor's materials, techniques and processes used for this contract shall comply with all Federal, State, local laws, regulations, permits, standards and ordinances pertaining to health, safety and environmental protection.

1.4 SERVICE ADDITIONS/INTERRUPTIONS/END OF CONTRACT CONDITIONS

- 1.4.1 The City reserves the right to add or delete necessary parts, services or equipment during the contract period.
- 1.4.2 In the event of such a substitution or deletion of service areas, the City will give the Contractor 10-days notice prior to date of discontinuance of maintenance services and responsibilities.
- 1.4.4 The Contractor shall not be compensated for the loss of work due to deletions or substitutions.
- 1.4.5 In the event the City and the Contractor cannot agree on additional service or equipment charges, the City reserves the right to perform the additional services with City personnel, or other outside contract services.

1.5 WASTE

- 1.5.1 The Contractor, at his expense, shall remove and dispose waste products and debris from the site in compliance with Federal, State, County and City laws and regulations. Contractor should factor in the environmental fees in their contract price.

 <p>GLENDALÉ</p>	<p>Solicitation Number: IFB 15-12</p> <p>LANDFILL GAS AND GROUNDWATER SYSTEMS MAINTENANCE, INSTALLATION PARTS AND SERVICE</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.6 DEFICIENCIES IN WORK, PENALTIES AND REMEDIES

- 1.6.1** When damages to City property occurs as a result of Contractor's negligence, the City will arrange for repairs to be made and the costs for making repairs to the areas will be deducted from final payments to the Contractor.
- 1.6.2** In the event the Contractor's performance does not meet one or more of the performance standards described herein, the Contractor will be given written notice setting forth the deficiencies to be corrected to the Landfill Supervisor's approval.
- 1.6.3** In the event the Contractor has been notified of a deficiency and the deficiency is not corrected, Landfill Operations may perform the services using city personnel or by a separate contract. The cost for follow-up inspections and of the services performed may be deducted from the Contractor's monthly invoice.
- 1.6.4** Failure to correct the deficiency within a reasonable timeframe may result in termination of the contract for default.

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 GLENDALE	SOLICITATION ADDENDUM		CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-2866
	Solicitation Number: IFB 15-12	Addendum No. 1	
Solicitation Due Date: August 26, 2014 2:00 P.M. (Local Time)			

IFB 15-12

LANDFILL GAS AND GROUND WATER SYSTEMS MAINTENANCE, INSTALLATION, PARTS AND SERVICE

ADDENDUM NO. 1

The following revisions and clarifications have been made to *Invitation for Bids No. 15-12*:

1. **COVER SHEET, Page 1, OFFER DUE DATE AND TIME, DELETE and REPLACE WITH AUGUST 26, 2014, AT 2:00 P.M. LOCAL TIME**

2. **SPECIFICATIONS, 1.1 INTRODUCTION, add Item 1.1.2 as follows:**

“Any manufacturer’s names, trade names, brand names or catalog numbers used in the specification are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any supplier but is only enumerated in order to advise potential contractors of the requirements of the City. Any offer which proposes like quality, design or performance will be considered.”

3. **PRICE SHEET 5.0, DELETE and REPLACE WITH the REVISED PRICE SHEET BELOW:**



SOLICITATION ADDENDUM

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2866

Solicitation Number: **IFB 15-12** Addendum No. **1** Page 2 of 6
Solicitation Due Date: *August 26, 2014 2:00 P.M. (Local Time)*

5.0 REVISED PRICE SHEET

LABOR PRICING

All prices quoted shall be firm and fixed for the specified contract period. All pricing shall include all freight, insurance, warranty and any other associated direct or indirect costs, except taxes.

Item No.	Description	Unit of Measure	Unit Price
5.1	Standard services performed during normal business hours (Monday through Friday, 7:00 AM to 6:00 PM) which includes fabrication, installation, delivery of HDPE/PVC products for the landfill methane gas management and ground water systems as per Specifications.	Per Crew Hour	\$ <u>115.00</u> /Crew Hour
5.2	Overtime services performed after normal business hours as per specifications.	Per Crew Hour	\$ <u>171.00</u> /Crew Hour
5.3	Travel charges for Contractor on-site trips (Flat fee per call)	Per Crew Call	\$ <u>115.00</u> /Crew Call

EQUIPMENT PRICING

All prices quoted shall be firm and fixed for the specified contract period. All pricing shall include all towing and hauling costs, insurance, warranty and any other associated direct or indirect costs, except taxes.

Item No.	Description	Unit of Measure	Unit Price
5.4	Backhoe, Approximately 14' Make & Model: <u>Caterpillar 420</u>	Per Hour	\$ <u>90.00</u> /Hour
5.5	Scraper, Approximately 24 cubic yards capacity Make & Model: <u>Caterpillar 637</u>	Per Hour	\$ <u>265.00</u> /Hour
5.6	Track Dozers, Approximately 70-190 hp Make & Model: <u>Caterpillar D6</u>	Per Hour	\$ <u>135.00</u> /Hour
5.7	Wheel Loaders, Approximately 2.5 yard loader Make & Model: <u>Caterpillar 950</u>	Per Hour	\$ <u>110.00</u> /Hour



SOLICITATION ADDENDUM

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2866

Solicitation Number: **IFB 15-12 Addendum No. 1** Page 3 of 6
 Solicitation Due Date: **August 26, 2014 2:00 P.M. (Local Time)**

5.8	Other Equipment: (Pls. Specify equipment make and model) McElroy #618 Fusion Machine 6"-18"	Per Hour	\$ <u>45.00</u> /Hour
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**HDPE AND PVC PRICING
 (MATERIALS ONLY)**

Item No.	Description	Estimated Quantities (A)	Unit of Measure	Unit Price (B)	Extended Amount (A X B)
5.9	HDPE (FRIATEC or approved equivalent), 6 inch fusion coupling	1	Each	\$ <u>105.43</u>	\$ <u>105.43</u>
5.10	HDPE (FRIATEC or approved equivalent), 4 inch fusion coupling	1	Each	\$ <u>41.75</u>	\$ <u>41.75</u>
5.11	HDPE (FRIATEC or approved equivalent), 2 inch fusion coupling	1	Each	\$ <u>13.64</u>	\$ <u>13.64</u>
5.12	HDPE, 18 inch pipe - 20 foot section	1	Each	\$ <u>721.25</u>	\$ <u>721.25</u>
5.13	HDPE, 12 inch pipe - 20 foot section	1	Each	\$ <u>361.92</u>	\$ <u>361.92</u>
5.14	HDPE, 6 inch pipe - 20 foot section	1	Each	\$ <u>100.36</u>	\$ <u>100.36</u>
5.15	HDPE, 2 inch pipe - 50 foot section	1	Each	\$ <u>66.17</u>	\$ <u>66.17</u>
5.16	HDPE, 6 inch 90° elbow	1	Each	\$ <u>46.25</u>	\$ <u>46.25</u>
5.17	HDPE, 6 inch 45° elbow	1	Each	\$ <u>46.25</u>	\$ <u>46.25</u>
5.18	HDPE, 6 inch "T"	1	Each	\$ <u>59.76</u>	\$ <u>59.76</u>
5.19	HDPE, 4 inch to 2 inch reducers	1	Each	\$ <u>12.50</u>	\$ <u>12.50</u>
SCHEDULE 80 PVC					
5.20	PVC, 18 inch pipe - 20 foot section	1	Each	\$ <u>1816.72</u>	\$ <u>1816.72</u>



SOLICITATION ADDENDUM

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Solicitation Number: IFB 15-12 Addendum No. 1 Page 4 of 6
Solicitation Due Date: August 26, 2014 2:00 P.M. (Local Time)

Table with 6 columns: Item ID, Description, Quantity, Unit, Price, Total Price. Rows include items 5.21 through 5.26 and a Total row for items 5.4 to 5.26.

*Note: The City of Glendale's system uses 2 inch spiral flex hoses to connect the wells to the laterals. This 2 inch spiral flex hose is an off size. Vendors need to make sure that the spiral flex hose will fit over a 2 inch PVC or HDPE pipe. The list provided above is not an all-inclusive list but will be used to gauge the contractor's ability to provide materials at a fair market value.

5.27 TAX AMOUNT Contractor should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax %: 5.98

5.28 DELIVERY All services shall be performed in accordance with the Specifications.

5.29 PROCUREMENT CARD ORDERING CAPABILITY Please check the appropriate box.

[X] Yes, I will accept payment under this contract with the Procurement Card.

[] No, I will not accept payment under this contract with the Procurement Card.



SOLICITATION ADDENDUM

Solicitation Number: **IFB 15-12** Addendum No. 1 Page 5 of 6
Solicitation Due Date: August 26, 2014 2:00 P.M. (Local Time)

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2866

4. The following questions were submitted by a potential offeror (in **BOLD** print) and the City's response:

Question 1: Page 14, 5.1: Please elaborate on what services are to be included in this per hour rate. Is this rate a per worker-hour rate or a per crew-hour rate? Should this rate include equipment costs? If so, what equipment should be anticipated? Please note that equipment costs will vary significantly depending on the type of pipe being installed. Is any of the pipe to be buried?

Answer 1: This is a per crew hour rate. Equipment costs are separated and the list of equipment are included (see attached REVISED PRICE SHEET 5.0). Yes, some pipes will be buried.

Question 2: Page 14, 5.4-5.21: Should these line items include only the material cost of the item, or should they also include installation of the item?

Answer 2: Materials only (see attached REVISED PRICE SHEET 5.0).

Question 3: Page 14, 5.4, 5.5 & 5.6: Should the contractor assume that all 6", 4", and 2" pipe will be welded using electrofusion couplings (and not butt fusion welded)?

Answer 3: We are requesting pricing for electro-fusion couplings, butt fusing does not require couplings.

Question 4: Page 14, 5.4, 5.5 & 5.6: Is the Friatec brand required or can equivalent product be used?

Answer 4: Any manufacturer's names, trade names, brand names or catalog numbers used in the specification are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any supplier but is only enumerated in order to advise potential contractors of the requirements of the City. Any offer which proposes like quality, design or performance will be considered.

Question 5: Page 14, 5.7 & 5.8: Please confirm the section length. In our experience, we have found that 40' or 50' length is standard for this size range of HDPE.

Answer: We are requesting the price for 20' sections so we can compare pricing, apples to apples.

Question 6: Page 15, 5.10: Please confirm the section length. In our experience, we have found that this size of pipe can be procured in 500' coils as well as the standard 40' or 50' straight lengths.

Answer 6: We are requesting the price for 50' sections so we can compare pricing, apples to apples.



SOLICITATION ADDENDUM

CITY OF GLENDALE
Materials Management
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Solicitation Number: **IFB 15-12** Addendum No. 1 Page 6 of 6
Solicitation Due Date: **August 26, 2014 2:00 P.M. (Local Time)**

Question 7: Page 14-15, 5.7-5.14: Please confirm the resin specification that all HDPE should meet. In our experience, PE-4710 is most commonly required.

Answer 7: PE-4710 is fine.

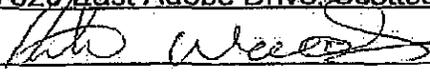
Question 8: Page 15, 5.15-5.20: Please confirm that Schedule 80 PVC is required for each item. Would C900 or another specification be sufficient for any of the items?

Answer 8: We are requesting the price for Schedule 80 PVC so we can compare pricing, apples to apples.

Question 9: Page 15, 5.21: Please provide additional detail and specifications on the desired product. An example & model number may be helpful in ensuring the correct product is priced.

Answer 9: The contractor shall provide pricing on standard spiral flex hose that they will be using, insuring that it will connect with 2" PVC or 2" HDPE pipe.

All other solicitation provisions, terms and conditions and scope of work shall remain the same. Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal.

Name of Company: Rummel Construction, inc
Address: 7520 East Adobe Drive, Scottsdale, AZ 85255
Authorized Signature: 
Print Name and Title: Pete Woods, Project Manager



SOLICITATION ADDENDUM

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2866

Solicitation Number: **IFB 15-12** Addendum No. 2 Page 1 of 2
Solicitation Due Date: August 26, 2014 2:00 P.M. (Local Time)

IFB 15-12

LANDFILL GAS AND GROUND WATER SYSTEMS MAINTENANCE, INSTALLATION, PARTS AND SERVICE

ADDENDUM NO. 2

The following clarifications and revisions have been made to Invitation for Bids No. 15-12:

1. REVISED PRICE SHEET, Item 5.1, Description, shall be revised as follows:

Standard services performed during normal business hours (Monday through Friday, 7:00 AM to 6:00 PM) which includes fabrication, installation, delivery of HDPE/PVC products for the landfill methane gas management and ground water systems as per Specifications:

Pricing shall include labor, truck, tools, and consumables (but excludes equipment).

For purposes of this solicitation, a typical crew shall consist of one supervisor and two laborers.

2. REVISED PRICE SHEET, Item 5.5, Description, shall be revised as follows:

Tandem Power Scraper, Approximately 24 cubic yards capacity See Attached
Make & Model: _____

3. REVISED PRICE SHEET, Item 5.8, Description, shall be revised as follows:

Fusion Machine
Make & Model: _____ See Attached

4. REVISED PRICE SHEET, Item 5.12 through 5.15, description of HDPE pipes shall include "DR based" or "Dimension Rating Based".



SOLICITATION ADDENDUM

CITY OF GLENDALE
Materials Management
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Suite 317
Glendale, AZ 85301
Phone: (623) 930-2866

Solicitation Number: **IFB 15-12 Addendum No. 2** Page 2 of 2
Solicitation Due Date: **August 26, 2014 2:00 P.M. (Local Time)**

5. **REVISED PRICE SHEET, ITEM 5.16 through 5.19**, description of HDPE dimension shall include the following:

Schedule 80 PVC Pipe Dimensions					
PIPE SIZE	O.D.	AVE. I.D.	MIN WALL	NOM. WEIGHT (Wt./ft.)	MAX. W.P. PSI
6"	6.625	5.709	.432	5.610	280
12"	12.750	11.294	.687	17.384	230

Sizes are marked as being in compliance with ASTM D1785 (pressure pipe) and ASTM D2665 (drain, waste & vent pipe--DWV).

6. **REVISED PRICE SHEET, Add Item 5.30, Optional Equipment**, as follows:

"Optional Equipment: Bidders may submit a list of equipment they intend to offer to the City on a separate sheet of paper. The list should include prices, equipment make and model. Optional equipment shall not be included in the City's bid evaluation process. The City reserves the right to accept or reject the optional items upon contract award. When accepted by the City, these optional items shall become part of the contract."

All other solicitation provisions, terms and conditions and scope of work shall remain the same. Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal.

Name of Company: Rummel Construction, Inc.

Address: 7520 East Adobe Drive, Scottsdale, AZ 85255

Authorized Signature: *Pete Woods*

Print Name and Title: Pete Woods Project manager

2.4 Alternate Offers/Exceptions

Items 5.4 – 5.8 Equipment Pricing

All Equipment is pricing includes fuel, maintenance and operator.



September 2011 Standard Rev 2

RUMMEL CONSTRUCTION, INC.

EFFECTIVE DATE

TIME AND MATERIALS RATES

09/01/2011

RESOURCE	HOURLY RATE
MOTOR GRADERS	
CAT 140	\$115.00
CAT 14	\$135.00
CAT 16	\$155.00
WHEEL LOADERS	
CAT 950	\$110.00
CAT 966	\$130.00
CAT 980	\$160.00
CAT 988	\$235.00
SCRAPERS	
CAT 613 ELEVATING SCRAPER	\$115.00
CAT 621 AUGER SCRAPER	\$185.00
CAT 623 ELEVATING SCRAPER	\$185.00
CAT 631 SCRAPER	\$215.00
CAT 627 PUSH PULL SCRAPER	\$215.00
CAT 637 PUSH PULL SCRAPER	\$265.00
CAT 657 PUSH PULL SCRAPER	\$335.00
REYNOLDS 12CY LASER PLANE W/ 200HP TRACTOR	\$125.00
DOZERS	
D6 CRAWLER TRACTOR	\$135.00
D8 CRAWLER TRACTOR	\$160.00
D9 CRAWLER TRACTOR	\$235.00
D10 CRAWLER TRACTOR	\$285.00
BACKHOE / SKIP LOADER	
CAT 345CL EXCAVATOR	\$185.00
CAT 345CL EXCAVATOR W/ 7500# HAMMER	\$300.00
CAT 330DL EXCAVATOR	\$125.00
CAT 330DL EXCAVATOR W/ 7500# HAMMER	\$245.00
CAT 330DL EXCAVATOR W/ LEADING EDGE RIPPER BUCKET	\$195.00
CAT 308C EXCAVATOR	\$85.00
CAT 308C EXCAVATOR W/ 1300# HAMMER	\$130.00
CAT 420E W/ 500# HAMMER	\$135.00
CAT 420E BACKHOE	\$80.00
CASE 570 & DEERE 210LE GANNON TRACTOR	\$75.00
TRUCKS	
10 WHEEL DUMP TRUCK ¹	\$75.00
SEMI END DUMP ¹	\$85.00
SEMI BELLY DUMP ¹	\$85.00
25-30 TON ARTICULATED ROCK TRUCKS	\$145.00
35-40 TON ARTICULATED ROCK TRUCKS	\$180.00
COMPACTION EQUIPMENT	
CAT CP563E VIBRATORY COMPACTOR	\$95.00
CAT PS360C-7 WHEEL PNEUMATIC ROLLER	\$95.00
CAT B16F SHEEPSFOOT COMPACTOR	\$145.00
AG TRACTOR & DISK	\$140.00
AG TRACTOR & BEEGEE	\$140.00
WATER EQUIPMENT	
10,000 GALLON WATER PULL	\$180.00
6,000 GALLON WATER PULL (SINGLE ENGINE)	\$145.00
8,000 GALLON WATER PULL (TWIN ENGINE)	\$175.00
5,000 GALLON WATER PULL	\$110.00
4,000 GALLON WATER TRUCK	\$80.00
2,000 GALLON WATER TRUCK	\$70.00
12" HURRICANE PUMP WEEKLY ²	\$1,000.00
10000 GALLON KLEIN TANK WEEKLY	\$550.00
RECLAIMERS / SOIL STABILIZERS	
GMI 8' SOIL STABILIZER	\$200.00
BOMAG 6.8' SOIL STABILIZER	\$80.00
MISC. EQUIPMENT	
EXTEC TRACK MOUNTED 6X10 VIBRATING SCREEN ³	\$100.00
PIONEER 2850 JAW CRUSHER ⁴	\$295.00
OTHER	
FOREMAN/PICKUP	\$60.00
GRADE CHECKER	\$45.00
LABORER	\$25.00

NOTES:

- 1) Rates do not apply to Davis Bacon Wage projects unless noted otherwise.
- 2) Rates do not apply to Weekend or Holiday work.
- 3) Construction water or other materials will be charged at a rate of cost plus 15% (overhead & profit).
- 4) Trucking rates are subject to current market rates and do not include any applicable travel time.
- 5) Additional charges may apply for Rock or Severe Application jobs.
- 6) Mobilization and Demobilization to be charged separately.
- 7) Rates based on \$3.50 per gallon fuel cost. Any increase above 5% subject to increase/surcharge.
- 8) Rates exclude operator and additional support equipment required (Verify with General Supl.)



BID TABULATION SHEET

FINANCE DEPARTMENT/MATERIALS MANAGEMENT

**IFB NAME: LANDFILL GAS & GROUND WATER SYSTEMS MAINTENANCE,
INSTALLATION, PARTS AND SERVICE**

IFB NO.: 15-12

DUE DATE: August 26, 2014

CONTRACT ANALYST: Elmer Garcia

				RUMMEL CONSTRUCTION INC.		STRATEGIC CONSTRUCTION SOLUTIONS	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)
LABOR PRICING							
5.1	Standard services performed during normal business hours (Monday through Friday, 7:00 AM to 6:00 PM) which includes fabrication, installation, delivery of HDPE/PVC products for the landfill methane gas management and ground water systems as per Specifications. Pricing shall include labor, truck, tools, and consumables (but excludes equipment). For purposes of this solicitation, a typical crew shall consist of one supervisor and two laborers.	Per Crew Hour	240	\$115.00	\$27,600.00	\$206.00	\$49,440.00
5.2	Overtime services performed after normal business hours as per specifications.	Per Crew Hour	10	\$171.00	\$1,710.00	\$267.00	\$2,670.00
5.3	Travel charges for Contractor on-site trips (Flat fee per call)	Per Crew Hour	20	\$115.00	\$2,300.00	\$665.00	\$13,300.00
Subtotal (Items 5.1 thru 5.3)					\$31,610.00		\$65,410.00
EQUIPMENT PRICING							
5.4	Backhoe, Approximately 14' Make and Model: _____	Per Hour	8	\$90.00	\$720.00	\$45.00	\$360.00
5.5	Tandem Power Scraper, Approximately 24 Cubic yards capacity Make and Model: _____	Per Hour	8	\$265.00	\$2,120.00	\$285.00	\$2,280.00
5.6	Track Dozers, Approximately 70-190 hp Make and Model: _____	Per Hour	8	\$135.00	\$1,080.00	\$60.00	\$480.00
5.7	Wheel Loaders, Approximately 2.5 yard loader Make and Model: _____	Per Hour	8	\$110.00	\$880.00	\$76.00	\$608.00
5.8	Fusion Machine Make and Model: _____	Per Hour	200	\$45.00	\$9,000.00	\$62.00	\$12,400.00
Subtotal (Items 5.4 thru 5.8)					\$13,800.00		\$16,128.00
HDPE AND PVC PRICING (MATERIALS ONLY)							



BID TABULATION SHEET

FINANCE DEPARTMENT/MATERIALS MANAGEMENT

**IFB NAME: LANDFILL GAS & GROUND WATER SYSTEMS MAINTENANCE,
INSTALLATION, PARTS AND SERVICE**

IFB NO.: 15-12

DUE DATE: August 26, 2014

CONTRACT ANALYST: Elmer Garcia

				RUMMEL CONSTRUCTION INC.		STRATEGIC CONSTRUCTION SOLUTIONS	
5.9	HDPE (FRIATEC or approved equivalent), 6 inch fusion coupling	Each	50	\$105.43	\$5,271.50	\$86.07	\$4,303.50
5.10	HDPE (FRIATEC or approved equivalent), 4 inch fusion coupling	Each	20	\$41.75	\$835.00	\$34.36	\$687.20
5.11	HDPE (FRIATEC or approved equivalent), 2 inch fusion coupling	Each	20	\$13.64	\$272.80	\$11.08	\$221.60
5.12	HDPE, DR based or Dimension Rating Based, 18 inch pipe-20 foot section	Each	50	\$721.25	\$36,062.50	\$1,012.00	\$50,600.00
5.13	HDPE, DR based or Dimension Rating Based, 12 inch pipe-20 foot section	Each	50	\$361.92	\$18,096.00	\$512.60	\$25,630.00
5.14	HDPE, DR based or Dimension Rating Based, 6 inch pipe-20 foot section	Each	50	\$100.36	\$5,018.00	\$137.13	\$6,856.50
5.15	HDPE, DR based or Dimension Rating Based, 2 inch pipe-50 foot section	Each	25	\$66.17	\$1,654.25	\$51.35	\$1,283.75
5.16	HDPE, 6 inch 90 degree elbow	Each	20	\$46.25	\$925.00	\$37.64	\$752.80
5.17	HDPE, 6 inch 45 degree elbow	Each	20	\$46.25	\$925.00	\$37.64	\$752.80
5.18	HDPE, 6 inch "T"	Each	20	\$59.76	\$1,195.20	\$47.70	\$954.00
5.19	HDPE, 4 inch to 2 inch reducers	Each	20	\$12.50	\$250.00	\$8.82	\$176.40
SCHEDULE 80 PVC							
5.20	PVC, 18 inch pipe - 20 foot section	Each	25	\$1,816.72	\$45,418.00	\$943.80	\$23,596.00
5.21	PVC, 12 inch pipe - 20 foot section	Each	25	\$305.28	\$7,632.00	\$333.63	\$8,340.75
5.22	PVC, 6 inch pipe - 20 foot section	Each	25	\$239.04	\$5,976.00	\$164.61	\$4,115.25
5.23	PVC, 6 inch 90 degree elbow	Each	20	\$38.65	\$773.00	\$31.67	\$633.40
5.24	PVC, 6 inch 45 degree elbow	Each	20	\$46.44	\$928.80	\$37.57	\$751.40
5.25	PVC, 6 inch, "T"	Each	20	\$65.00	\$1,300.00	\$44.13	\$882.60
5.26	PVC, *2 inch spiral flex hose, 100 foot section	Each	10	\$597.50	\$5,975.00	\$702.90	\$7,029.00
Subtotal (Items 5.4 thru 5.26)					\$138,508.05		\$137,565.95



BID TABULATION SHEET

FINANCE DEPARTMENT/MATERIALS MANAGEMENT

IFB NAME: LANDFILL GAS & GROUND WATER SYSTEMS MAINTENANCE,
INSTALLATION, PARTS AND SERVICE

IFB NO.: 15-12

DUE DATE: August 26, 2014

CONTRACT ANALYST: Elmer Garcia

	RUMMEL CONSTRUCTION INC.	STRATEGIC CONSTRUCTION SOLUTIONS
Grand Total (Items 5.1 thru 5.26)	\$183,918.05	\$219,103.95

AWARD DETERMINATION:

Award is recommended to:

The Offeror is deemed the lowest responsible and responsive bidder.

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 4 of the Agreement. Compensation shall be Hourly Rate plus reimbursable expenses for Contractor and all Sub-contractors. Documentation including monthly status report must be included with each Payment Application. The amount of compensation is provided in IFB 15-12 and its supporting documents attached hereto.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$500,000 per fiscal year, or a maximum of \$2,500,000 if the City exercises all renewal options contemplated in Section 13 (Term) of this agreement.

DETAILED PROJECT COMPENSATION

Landfill gas and ground water systems installation, preventative maintenance services and repairs at the city of Glendale landfills.

11480 W. Glendale Avenue, Glendale, AZ 85307 and 103rd and Olive-Northern

EXHIBIT C
CONSTRUCTION AGREEMENT

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently

alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

EXHIBIT D
SECTION 3 CLAUSE APPLICABILITY