



**PUBLIC NOTICE
THE ELOY CITY COUNCIL
Meets**

MONDAY, AUGUST 8, 2022

6:00 PM

ELOY CITY COUNCIL CHAMBERS

595 NORTH C STREET

ELOY, ARIZONA 85131

For a

REGULAR MEETING

AGENDA (AMENDED)

I. Call to Order

II. Roll Call

III. Invocation

The invocation shall be voluntarily delivered by an eligible member of a religious/spiritual organization in the incorporated limits of the City of Eloy, Arizona, and shall not exceed three (3) minutes in length. Invocations are not intended to affiliate the City Council with, or express the City Council's preference for, any religious/spiritual organization, or to disparage the religious faith or non-religious view of others. If the selected invocation speaker does not appear at the scheduled meeting, the Mayor may ask for an adult volunteer from the audience to deliver the invocation or call for a moment of silence.

IV. Pledge of Allegiance

V. Public Appearances

Those wishing to **ADDRESS THE CITY COUNCIL** may do so by signing in on a form provided by the City Clerk, identifying the topic(s) or agenda item(s). **ACTION** taken as a result of public comment regarding non agenda items will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date.

SPEAKERS SHALL BE LIMITED TO THREE (3) MINUTES.

A. Scheduled

B. Unscheduled

VI. Reports and Announcements

A. Council Members' Announcements

B. Mayor's Announcements

C. City Manager's Announcements

VII. Consent Agenda

ALL ITEMS LISTED WITH AN ASTERISK(*) ARE CONSIDERED TO BE ROUTINE MATTERS AND WILL BE ENACTED BY ONE MOTION AND ONE ROLL CALL VOTE OF THE COUNCIL. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER SO REQUESTS, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

- *A. Approval of Minutes - 7/11/2022 (regular) & 7/18/2022 (emergency)
- *B. Third Party Building inspection services agreement specific to the Gold Bond/National Gypsum project Jon Vlaming
- *C. Appointment of Joe Garner to fill the existing vacancy on the Board of Adjustment, with the term of appointment expiring on August 8, 2025. Jon Vlaming
- *D. Approval to enter into an agreement with Epifini Landscaping Inc. for the installation of irrigation and turf at Eloy Eloy Memorial Park. Total dollar Amount Not to Exceed one hundred ten thousand dollars (**\$110,000.00**). Paul Anchondo

VIII. Business: Possible Discussion and/or Action on the Following:

- A. Formation of a Council Subcommittee for the review of applications to fill the vacancy for the alternate member on the Eloy Planning & Zoning Commission. Mary Myers
- B. Consider Approval of Accepting Change Order #1 to the Contract with Sunrise Engineering to Increase the Contract Amount by an Amount Not to Exceed \$45,000 to Allow Sunrise Engineering to Assist with the Soil Sampling as Required by the Arizona Department of Environmental Quality (ADEQ) to Resolve the Notice of Violation Issued by ADEQ on September 29, 2021; and Authorizing the Mayor to Sign the Necessary Documents. Matt Rencher
- C. Consider Approval to Accept the Proposal from Phoenix Process Equipment Company in the Amount of \$367,600.00 for the Purchase of Sludge Dewatering Equipment for the Wastewater Treatment Plant; and Authorizing the Mayor to Sign the Necessary Contract Documents. Matt Rencher

IX. Executive Session

- A. Discussion of legal matters/consultation with the City Attorney, City Staff and/or the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding ELOY HOUSING AUTHORITY including contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation pursuant to A.R.S. § 38-431.03 (A) (3) and (4).
- B. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale, or lease of real property pursuant to A.R.S. § 38-431.03 (A)

(3), (4) and (7).

- C. Possible executive session for discussion/consultation for legal advice with the City Attorney and/or City Staff concerning any of the agenda items, pursuant to A.R.S. § 38-431.03 (A) (3) and (4).

X. Adjournment

POSTED BY 11:00 A.M., FRIDAY, AUGUST 5, 2022, AT ELOY CITY HALL, ELOY POST OFFICE, TROY THOMAS COMMUNITY CENTER, TOLTEC COMMUNITY/SENIOR CENTER AND CITY WEBSITE: www.elayaz.gov

A handwritten signature in black ink, appearing to read "Mary Myers", with a horizontal line extending to the right.

Mary Myers, MMC, CPM
City Clerk

INDIVIDUALS WITH SPECIAL ACCESSIBILITY NEEDS MAY CONTACT LORENA LaSALDE-RIOS, ADA COORDINATOR FOR THE CITY OF ELOY AT 520-466-9201 OR 520-466-7455 (TDD). IF POSSIBLE, SUCH REQUESTS SHOULD BE MADE 72 HOURS IN ADVANCE. ONE OR MORE MEMBERS OF THE COUNCIL AND/OR STAFF MAY PARTICIPATE BY TELEPHONIC OR VIDEO MEANS.

**MINUTES OF THE EMERGENCY MEETING OF
THE ELOY CITY COUNCIL
CITY OF ELOY
630 NORTH MAIN STREET
ELOY POLICE DEPARTMENT
JULY 18, 2022
2:00 P.M.**

Staff Present: David Malewitz-City Manager; Mary Myers-City Clerk

I. CALL TO ORDER

Mayor Powell called the meeting to order at approximately 2:04 p.m.

II. ROLL CALL

Council Members Present: Councilmember George Reuter; Councilmember Sara Curtis; Councilmember Andrew Rodriguez; Mayor Micah Powell; Vice Mayor Dan Snyder; Councilmember Jose Garcia; Councilmember Sylvia Guanajuato Rodriguez

Council Members Absent: None

III. BUSINESS

A. DECLARATION OF LOCAL EMERGENCY BY MAYOR

Mayor Powell conveyed that due to the existing major power outage in the community from heavy rains and winds that occurred on July 17, 2022, he is declaring an emergency in the City of Eloy. He said under the declaration, the city may be eligible for reimbursement from federal and state agencies for city expenditures related to the power outage.

Mayor Powell called for a motion to read the declaration by title.

Motion by Vice Mayor Snyder, seconded by Councilmember Rodriguez to read Emergency Declaration No. 2022.01 by title only, passed unanimously by roll call vote (7-0).

The city clerk read the emergency declaration into the record.

Mayor Powell called for a motion to adopt.

Motion by Councilmember Rodriguez, seconded by Councilmember Reuter to declare and adopt Emergency Declaration No. 2022.01 as presented, passed unanimously by roll call vote (7-0).

B. RATIFICATION OF DECLARATION OF LOCAL EMERGENCY BY THE CITY COUNCIL

Mayor Powell called for a motion.

Motion by Councilmember Curtis, seconded by Councilmember Guanajuato Rodriguez to approve the ratification of declaration of local emergency by the City Council, passed unanimously (7-0).

IV. ADJOURNMENT

There being no further business, Mayor Powell adjourned the emergency meeting at approximately 2:07 p.m.

Micah Powell, Mayor

ATTEST:

Mary Myers, City Clerk

**MINUTES OF THE REGULAR MEETING OF
THE ELOY CITY COUNCIL
CITY OF ELOY
595 NORTH C STREET
JULY 11, 2022
6:00 P.M.**

Staff Present: David Malewitz-City Manager; Stephen R. Cooper-City Attorney; Mary Myers-City Clerk; Brian Wright-Finance Director; Brian Jerome-Police Captain; Jon Vlaming-Community Development Director; Paul Anchondo-Community Services Director; Matt Rencher-Public Works Director/City Engineer

I. CALL TO ORDER

Mayor Powell called the meeting to order at approximately 6:00 p.m.

II. ROLL CALL

Council Members Present: Councilmember George Reuter; Councilmember Sara Curtis; Councilmember Andrew Rodriguez; Mayor Micah Powell; Vice Mayor Dan Snyder; Councilmember Jose Garcia; Councilmember Sylvia Guanajuato Rodriguez

Council Members Absent: None

III. INVOCATION

Pastor Edward Brown gave tonight's invocation.

IV. PLEDGE OF ALLEGIANCE

Vice Mayor Snyder led the Council and the public in the Pledge of Allegiance.

V. PUBLIC APPEARANCES

A. Scheduled - None

B. Unscheduled

1. Mr. J.W. Tidwell – 105 W. La Siesta Dr., Eloy

Mr. Tidwell thanked the police staff that volunteered to help put up the flags along Main Street on July 4th. He also thanked the supervisor who helped him retire and store the flags.

2. Michelle Tarango – 409 N. Santa Cruz Avenue, Eloy

Mrs. Tarango strongly expressed her concerns about the lack of animal control in the city since outsourcing the service to Pinal County Animal Control. She wanted to know how many animals are not being saved since contracting with Pinal County. Mrs. Tarango said dogs are running loose, are being tethered and some going without food, water and proper shelter because the city does not have an animal control officer in the city. She said Pinal County is supposed to hold animal clinics twice a year in Eloy, which is not happening. Mrs. Tarango alleged that Pinal County has been so unresponsive that city employees are dumping dogs in the desert. She pointed out that the city basically has no animal control, and it is unfortunate that because of personality conflicts the city's animal control division is gone. Mrs. Tarango stated the city citizens of Eloy deserves so much more.

VI. REPORTS AND ANNOUNCEMENTS

A. Council Member Announcements

1. Councilmember Reuter conveyed the following comments:

- Very upset about the ballot error caused by Pinal County elections for the upcoming primary elections;
- Notice homemade signs on Battaglia Road asking drivers to slow down. He wanted to know about the city placing rumble strips, speed bumps or stop signs in the area. Councilmember Reuter said he would also like to see a 4-way stop on Battaglia and Main and Battaglia and Eleven Mile Corner Road.
- He talked to Mr. Cooper about activities at the Sky Rider Inn that is now a halfway house/rehab center; and violations against every condition in their permit. He asked Mr. Cooper what the city can do to cease the activities at the facility.
- Would like an update on animal control activities in the city. Councilmember Reuter said the contract with the county is great, but apparently there is a lack of personnel. He said he agreed with Mrs. Tarango's comments; that the idea was to make it better for the animals and ensure that city law is enforced.

2. Councilmember Guanajuato Rodriguez conveyed that she asked Mr. Malewitz and Chief Vasquez to provide Council with an update on animal control activities as well.

B. Mayor's Announcements

Mayor Powell announced the following communications to the public:

- Thanked the community services staff for doing an outstanding job during the city's 4th of July bash.
- Expressed his concerns to the Pinal County deputy county manager and the city's board of supervisor about the ballot error issue that left the names of local candidates running for office off the August 2nd ballots. Mayor Powell said the Pinal County Board of Supervisors have scheduled a special meeting tomorrow, at 2:00 p.m., to discuss the matter and go into executive session. He said he and the city clerk will be attending the meeting. Mayor Powell said candidates put a lot of hard work and money into their campaigns and to have this happen is a disappointment.
- Congratulated Mr. Rencher on he promotion as Public Works Director/City Engineer.

C. City Manager's Announcements

Mr. Malewitz provided the following communications to the Council and public:

- June Check Register – there were no questions or comments from the Council;
- The FY2022-2023 budget has been approved;
- No Planning and Zoning Commission meeting this month;
- The police department will be hosting a citizens police academy every Wednesday and Thursday, 6:00 p.m. to 9:00 p.m., starting July 19, 2022 through August 18, 2022.
- A Council work session is scheduled for Monday, July 18, 2022 at 6:00 p.m. to discuss councilmembers and discretionary funding under the Council budget.

Mr. Cooper gave a brief report of a conference call he and attorneys from Casa Grande, Coolidge, and Maricopa had with the county attorney this afternoon regarding the ballot error issue. Mr. Cooper pointed out that in addition to representing Eloy, he also represents Mammoth, and Superior who were also affected by the ballot error. He said they discussed how to work together to get the issue resolved.

VII. CONSENT AGENDA

A. Approval of Minutes: 6/27/2022 (regular) & 6/30/2022 (special)

There being no requests from the Council to remove any item(s) from the Consent Agenda, Mayor Powell called for a motion.

Motion by Councilmember Rodriguez, seconded by Vice Mayor Snyder to approve the Consent Agenda items as presented, passed unanimously by roll call vote (7-0).

VIII. BUSINESS

- A. ADOPTION OF ORDINANCE NO.: 22-933, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF ELOY, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FOR FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2023.**

Staff Cover Sheet Report: *This is the final step in the fiscal year 2022-2023 budget process. On June 30, 2022, a public hearing was held on the property tax levy. No comments were made at this public hearing. Upon approval of Ordinance 22-933, staff will send the Ordinance to the Pinal County Board of Supervisors for their approval. The estimated tax levy is \$1.0894 per \$100 primary assessed valuation and will generate \$1,319,925 annually.*

FISCAL IMPACT: *The total amount generated from a primary tax rate of \$1.0894 will be \$1,319,925 annually.*

Mr. Wright gave a brief overview of the proposed property tax ordinance.

There being no questions or comments from the Council, Mayor Powell called for a motion to read by title.

Motion by Councilmember Rodriguez, seconded by Councilmember Guanajuato Rodriguez to Ordinance No. 22-933 by title only, passed unanimously (7-0).

The city read the ordinance title into the record.

After reading the title, the city clerk noted that the fiscal year ending date in the title of the ordinance should read, "...the 30th day of June, **2023**."

Mayor Powell called for a motion to adopt with the correction as noted by the city clerk.

Motion by Councilmember Reuter, seconded by Councilmember Curtis to adopt Ordinance No. 22-933, with the correction as noted by the city clerk, passed 6-1 by the following roll call votes:

Ayes: Councilmember Curtis, Councilmember Reuter, Councilmember Guanajuato Rodriguez, Councilmember Rodriguez, Vice Mayor Snyder, Mayor Powell

Nays: Councilmember Garcia

B. COUNCIL TO APPROVE A RIGHT-OF-WAY USE AGREEMENT SUBMITTED BY BRIGHTMARK CABALLERO RNG LLC TO USE PUBLIC HIGHWAYS, ROADWAYS, STREETS, EASEMENTS, OR OTHER RIGHTS-OF-WAY ON HOTTS RD., S. TOLTEC RD., LEWIS RD. AND PRETZER RD. IN THE CITY OF ELOY FOR THE INSTALLATION AND OPERATION OF A RENEWABLE NATURAL GAS PIPELINE AND RELATED SUPPORT EQUIPMENT.

Staff Cover Sheet Report: *Council to approve a Right-of-Way Use Agreement submitted by Brightmark Caballero RNG LLC to use public highways, roadways, streets, easements, or other rights-of-way on Hotts Rd., S. Toltec Rd., Lewis Rd. and Pretzer Rd. in the City of Eloy for the installation and operation of a renewable natural gas pipeline and related support equipment.*

Brightmark is the project developer for the new anaerobic digester located at Caballero Dairy (2943 W Harmon Rd.) and the natural gas pipeline. The Brightmark Caballero Renewable Natural Gas (RNG) project captures fugitive methane emissions from local dairy farms, upgrades the captured methane, and produces pipeline-quality natural gas for United States energy needs. This natural gas will be transported approximately three miles, through a new 2-inch diameter steel pipeline to an interconnect location with the existing El Paso Natural Gas Pipeline, located southwest of the dairy.

The digester will process cow manure from the Caballero Dairy into Renewable Natural Gas, producing energy from an otherwise wasted product. The project is expected to provide more than 200 MMBTUs of natural gas every day. The City of Eloy and Pinal County permits are essential for the project's supply of natural gas to a nearby interstate pipeline. Construction of the pipeline is anticipated to start at the end of July 2022 with a completion date sometime in September 2022.

FISCAL IMPACT: *Brightmark Caballero RNG, LCC. will be charged an annual Use of Right-of-Way fee in the amount of \$2500.00, and an additional fee of \$0.89 per linear foot will be charged for the 12,050 linear feet of pipeline located within the City rights-of-way. Total first-year revenue will be \$13,224.50. All fixed dollar amounts stated in the agreement shall be automatically adjusted upward annually on July 1. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI U).*

Mr. Malewitz gave an overview of the proposed right-of-way agreement with Brightmark Caballero RNG LLG, that would give the company authorization to use public rights-of-way for the installation and operation of a renewable natural gas pipeline. Mr. Malewitz stated that representatives from the company is present to answer questions or comments from the Council about the project and the agreement.

Right-of-way and environmental consultant for Brightmark, Mr. Dave Hennen(sp?) from ProSource Technologies, and Ms. Emily Tarrien(sp?), construction manager for Brightmark, gave brief overview of the proposed project.

Mayor Powell pointed out that the project would be located in the county, and the pipeline would be the only part of the project in the city limits.

Mr. Hennen told Mayor Powell that this is correct.

Vice Mayor Snyder wanted to know what happens to the manure after the process.

Ms. Tarrien gave a technical explanation of the cleansing process of the manure.

There being no further questions, Mayor Powell called for a motion.

Motion by Councilmember Garcia, seconded by Vice Mayor Snyder to approve a Right-of-Way Use Agreement with Brightmark Caballero RNG LLC, passed unanimously by roll call vote (7-0).

IX. EXECUTIVE SESSION

Mayor Powell called for Council to go into executive session with the following staff members: Mr. Cooper, Mr. Malewitz, Captain Jerome and Mary Myers.

Motion by Councilmember Rodriguez, seconded by Councilmember Curtis to hold an executive session at approximately 6:33 p.m., for approximately one (1) hour with the city attorney, city manager, police captain and city clerk (transcribing) for:

Discussion or consultation with City Manager, City Staff, City Attorney of the public body in order to consider its position and instruct its Staff and attorneys regarding the public body's position regarding discussions conducted on contracts and agreements in order to avoid or resolve litigation and legal advice, pursuant to A.R.S. § 38-431.03 (A) (3), and (4).

Motion passed unanimously (7-0).

Mayor Powell reconvened the public meeting at approximately 7:31 p.m.

X. ADJOURNMENT

There being no further business, Mayor Powell adjourned the meeting at approximately 7:31 p.m.

Micah Powell, Mayor

ATTEST:

Mary Myers, City Clerk

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.B.**

Date: **8/8/2022**

Date submitted:
07/19/2022

Action: Resolution

Subject: Third Party Building
inspection services agreement
specific to the Gold Bond/National
Gypsum project

Date requested:
8/8/2022

TO: Mayor and City Council

FROM: Jeffrey Fairman, Economic Development Specialist

RECOMMENDATION:

Staff is asking the City Council to approve an agreement with Shums Coda Associates to provide third party inspection services for the construction of the recently announced Gold Bond/National Gypsum facility on Date Street in the Sunshine Industrial Park for an amount not to exceed \$100,000..

DISCUSSION:

On September 27th, 2021, the Eloy City Council approved the Third Amendment to the Development Agreement with Gold Bond Building Products (aka National Gypsum Products) that is provided for under paragraph 4, that states" Review of Plans and Rezoning Submittals. Section 1.3 of the original Development agreement is hereby amended by deleting the last sentence thereof and replacing it with the following: The City will have a dedicated building inspector assigned to the development of Wallboard Facility on the NGC property for its duration from start to the issuance of the certificate of occupancy for the Wallboard Facility." To accomplish this task, the City intends to contract with Shums Coda Associates through the approval of this agreement. Attached is the Third Amendment to the Development dated September September 27th and the proposed agreement with Shums Coda Associates.

FISCAL IMPACT:

Funding for this agreement is a result of an Economic Development agreement with Gold Bond/National Guypsum dated September 27th, 2021 and attached for reference. Funds for this agreement will be provided for through construction sales tax paid by Gold Bond/National Gypsum.

Approved as to Form:



Stephen R. Cooper, City Attorney

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: VII.C.

Date: 8/8/2022

Date submitted:
07/19/2022

Action: Formal

Subject: Appointment of Joe Garner to fill the existing vacancy on the Board of Adjustment, with the term of appointment expiring on August 8, 2025.

Date requested:
8/8/2022

TO: Mayor and City Council

FROM: Jon Vlaming, Community Development Director

RECOMMENDATION:

Appointment of Joe Garner to fill the existing vacancy on the Board of Adjustment, with the term of appointment expiring on August 8, 2025.

DISCUSSION:

There is currently one vacancy on the Board of Adjustment. The appointment of Joe Garner would fill the vacancy and complete the five member board. The Board of Adjustment currently consists of four (4) members and one (1) ex officio non-voting City Council member. All members are appointed by a majority vote of the City Council, and serve without compensation at the pleasure of the City Council.

The members of the Board of Adjustment serve for three (3) years. The terms of its members are typically staggered in a manner that no more than two (2) members shall expire at the same time in any one year. The incumbent member(s) continue to serve after his/her term of office has expired, or until a successor has been appointed by the City Council.

FISCAL IMPACT:

There is not any fiscal impact associated with this appointment.

Approved as to Form:



Stephen R. Cooper, City Attorney

Board of Adjustment

To hear and decide appeals in which it is alleged that there is an error in an order, requirement or decision made by the Zoning Administrator in the enforcement of this chapter. This power shall include the power to reverse, affirm, or modify, wholly or partly, any order, requirement or decision of the Zoning Administrator properly appealed to the Board, and make such order, requirement, decision or determination as is necessary. **To learn more about this board please [click here](#).**

MEMBER NAME	APPOINTED	TERM EXPIRES
Jerrel "J.W." Tidwell (Chairperson)	08/21	08/24
Ezequiel Cazarez (Vice-Chairperson)	05/16	05/22
Natasha Tidwell	08/13	09/22
Gavino L. Rojas	11/12	01/22
VACANT		
EX-OFFICIO MEMBER:		
Andrew Rodriguez	01/21	12/22
STAFF REPRESENTATIVE:		
Community Development Director	520-466-2578	

ELOY CITY CLERK
RECEIVED

2022 JUN 29 AM 11: 49

Boards & Commissions Application

City of Eloy Boards/Commissions Application

Today's Date 6/29/2022

Which Board or
Commission are you
applying for? Board of Adjustment

Title Mr.

First Name joe

Last Name garner

Home Address 5324 n grand canyon drive

City eloy

State Arizona

Zip 85131

Mailing Address (if different
from above) 5324 n grand canyon drive

City eloy

State Arizona

Zip 85131

Phone Number 5204034155

Cell Phone Number 5204034155

Work Number *Field not completed.*

Email Address igarnier984@aol.com

Are you older than 18 years
of age? Yes

Do you live in the
incorporated boundaries of
Eloy? Yes

How many years have you
lived in Eloy? 14

Name of Employer retired

How long? 20

Please list any organizations
with which you have been
affiliated Robson Ranch Architectural / Landscape Committee, Finance
Committee
Various Church Committees

INTERESTED IN ZONING AND PLANNING

Education high school, Attended Contra Costa College and University of
California,
Many varied insurance degrees LUTC, CFP, CLU, CPCU

Additional Information Career was at Allstate Insurance...My last area of responsibility
was Rural and International Agencies to include Market
designations, Agency Growth both numbers and volume,
Agencies Profitability. Approximately 2500 agencies and
employees.

Please describe any
relevant experience which
will help you serve on the After early retirement from Allstate, I ventured into a
partnership with my brother and we created and developed
over 1100 acres in the Sierra Mountains. Creating a residential

Board or Commission of
your choice

golf development... Over 400 homesites, Golf Course, Golf Club house, and seasonal condominiums.....We took this project from land purchase until completion. Working through County and State approvals, for entire project. What normally take, then, 4 years for approval, we accomplished in 6 months I WILL BE IN WASHINGTON FOR MONTHS OF JULY AND AUGUST, AM AVAILABLE FOR PHONE OR NET DISCUSSIONS

Certification

By checking this box you are certifying all the information contained in this application is true and complete to the best of your knowledge.

Signature

Joe Garner

Date

6/29/2022

Resume

Field not completed.

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.D.**

Date: **8/8/2022**

Date submitted:
07/29/2022

Action: Formal

Subject: Approval to enter into an agreement with Epifini Landscaping Inc. for the installation of irrigation and turf at Eloy Eloy Memorial Park. Total dollar Amount Not to Exceed one hundred ten thousand dollars (\$110,000.00).

Date requested:
8/8/2022

TO: Mayor and City Council

FROM: Paul Anchondo, Parks and Recreation Director

RECOMMENDATION:

Staff recommends Council approval to enter into an agreement with Epifini Landscaping Inc. to perform park improvements at Eloy Memorial Park in the amount of one hundred nine thousand and sixty-six dollars (**\$109,066**).

DISCUSSION:

Eloy Memorial Park was opened in the 1950s with the first internment recorded in 1954. There are approximately 4,210 deceased laid to rest at the city's cemetery. The park's newest burial section (B) was opened in November 2006 and is gradually reaching capacity. With four vacant burial sections remaining, City staff and the Cemetery Committee have identified the need to open a new burial section (E) to accommodate the future internment needs of the public. The new space will hold approximately nine hundred thirty (930) burial plots. The burial layout and construction drawings have been prepared by EDA Land Planning P.C. Staff has reviewed and approved all submittals.

The Community Services Department requests council approval to enter into an agreement with Epifini Landscaping Inc. for improvements to be made at Eloy Memorial Park. Park improvements would include but are not limited to the following (please see attached proposal for specifics):

- Minor earthwork and grading
- installation of one (1) manual irrigation system
- Install approximately 58,000 sq feet of Mid-Iron Sod

Funds for the above request were approved by city council through the 2022/2023 capital budget process. The agreement with Epifini Landscaping Inc. can be made through the Mohave Purchasing Cooperative, **contract #18A-EPI-0514**.

FISCAL IMPACT:

The cost for construction is estimated not to exceed \$110,000. Funds are available through the City's Capitol Project funds in the amount of one hundred thousand dollars **(\$100,000)** with the remainder of the project funded through the Community Services Cemetery budget in the amount of ten thousand dollars **(\$10,000)**.

Approved as to Form:A handwritten signature in blue ink, reading "Stephen R. Cooper", written over a solid black horizontal line.

Stephen R. Cooper, City Attorney



3066 N. Lear Ave./Casa Grande, AZ 85122
Office (520) 836-6776 • Fax (520) 836-5028
Mohave Contract 18A-EPI-0514
estimator@epifini.com

BID FORM-PROPOSAL

DATE: July 20, 2022

REVISED BID

CONTACT: Greg Perez
PROJECT NAME: Eloy Memorial Garden
LOCATION: 5839 E. Milligan Rd. Eloy, AZ 85131
TO: City of Eloy
Attn. Paul Anchonde

Note: Our bid is based on plan sheets L-5.1 to L-8.1 from EDA Land Planning PC stamped 5/14/2014.
Changes by the City of Eloy

WE, THE PROJECT UNDERSIGNED, hereby propose to furnish:

All labor, material, equipment and supervision necessary to complete the work as itemized below in strict accordance as per plans and specifications provided.

QTY	UNIT	DESCRIPTION	TOTAL PRICE
58,100	SF	Midiron Sod - Installed	
1	EA	Manual Irrigation System - Mainline is Existing Laterals Directly Connected to Existing Mainline (No Mainline Looping)	

Bid Total: \$ 109,066.00

CLARIFICATIONS:

- This proposal MUST be made an exhibit in any contract awarded to Epifini Landscaping, Inc.
- **THIS PROPOSAL EXPIRES in thirty (30) Calendar Days.**
- Our bid is based on private wage rates.
- All grades are to be received within +/- 1/10th of finish grade in a clean, weed free condition.
- Bid is based upon Developer/General Contractor providing electrical power and water to the site.
If water and power to the 100Amp electrical pedestal and controller are not installed prior to tree and shrub planting hand watering will be done at an extra cost to the owner/general. Guarantee for plants that are over watered from hand watering will be void and replaced on a time and materials basis.
- Epifini Landscaping, Inc., is not responsible for damage due to poor soil conditions, rodents, vandalism and/or "ACTS OF NATURE"
- Epifini Landscaping, Inc. will ONLY guarantee plants for the specified periods as long as they are maintained per known Professional practices.
- Areas are to be turned over for maintenance as they are completed - whether phased or parcels. Each turn over will have its own maintenance period per contractual terms.

- Epifini Landscaping, Inc., reserves the right to request additional compensation for any material price increased that are realized prior to construction. Bid prices for materials and fuel are subject to change if the market fluctuates by more than 2%.
- One mobilization is included in this bid - any additional mobilizations required due to no fault of Epifini Landscaping, will be \$1,000.00/ea.
- If the project is delayed - due to no fault of Epifini Landscaping, Inc. - there will be an "ADDITION TO THE CONTRACT" - premised upon missed opportunity.
- Owner requested increases in the quantities of the unit priced items (if applicable) will be repriced in accordance with the current pricing at the time of the contract Change Order.
- Layout and Elevations to be provided by others.
- Rip rap, if any, is not a part.
- Clearing and grubbing brush and weeds is not included in this bid/proposal
- Grading and asphalt by others.

Extras and Additional Work will be per the following rates:

Labor:	\$28.00 per hour
Foreman:	\$65.00 per hour
Irrigation/Lead person:	\$50.00 per hour
Equipment w/Operator:	3500/Bobcat: \$70.00 per hour
	570 Grade Tractor: \$80.00 per hour
	590 Backhoe: \$90.00 per hour
	1800 Gal. Water Trk: \$105.00 per hour
Material, Fuel and Rentals:	Cost + 25%

EXCLUSIONS:

- Cut/patch/boring under asphalt or concrete (unless specified)
- Removal of any debris or concrete left by other trades.
- Protection of existing plants during construction by others.
- Electrical power to controller and associated fees.
- Cost of water meter and associated fees.
- Permits/bonds and sales tax are not included
- Repair of existing landscape and irrigation in surrounding areas
- Overtime or accelerated schedule
- Landscape lighting
- Clearing/grubbing/weed eradication
- Sand bedding of laterals/mainline
- Mold and water intrusion
- Import of soil or export of rock.
- Excavation in hard-pan/caliche/bedrock
- Berming/cutting or retentions
- Rip Rap or cobble (unless specified)
- Fencing, walls or any hardscape

EPIFINI LANDSCAPING, INC. - WARRANTY:

Epifini Landscaping, Inc. will replace - upon notice by Owner - any material installed which is defective due to poor quality material or workmanship. This Warranty takes effect upon **Substantial Completion** of areas when accepted and continues for the period listed below.

This Warranty does not cover damage caused by others, or damage or loss beyond the control of Epifini Landscaping, Inc.

TURF - One (1) Year (assuming no air-borne disease has infected the turf grass)

SHRUBS - Ninety (90) Days from date of Planting

TREES - One (1) Year from date of Planting

IRRIGATION - One (1) Year

If you have any questions, please feel free to call.

Sincerely,

Greg Perez
President
Epifini Landscaping, Inc.

Acceptance of this proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Date of Acceptance: ____/____/____

Authorized Signature: _____

City of Eloy
Eloy Memorial Garden

39.4248835	Days Install Crew
	Days Irrigation Tech
	Days Tree Crew
16.00	Days Maintenance

Installation

<u>DAY (\$)</u>	<u>RATE</u> <u>Day</u>	<u>Total</u>
39.4248835	\$ 715.00	\$ 28,188.79

Irrigation Tech

<u>DAY (\$)</u>	<u>HRS</u>	<u>TOTAL</u> <u>HRS</u>	<u>RATE</u> <u>PER HR</u>	<u>Total</u>
0	8	0	\$ 75.63	\$ -

Tree Trimming

<u>DAY (\$)</u>	<u>HRS</u>	<u>TOTAL</u> <u>HRS</u>	<u>RATE</u> <u>PER HR</u>	<u>Total</u>
0	8	0	\$ 225.00	\$ -

Maintenance

<u>DAY (\$)</u>	<u>RATE</u> <u>Day</u>	<u>Total</u>
16	\$ 960.00	\$ 15,360.00

Lodging

<u>LODGING</u> <u>NECESSARY</u>	<u>DAY (\$)</u> <u>LODGING</u>	<u>Crew</u> <u>Members</u>	<u>RATE</u> <u>PER DAY</u>	<u>Total</u>
No	N/A	4	\$ 110.00	N/A

Meals and Incidental Expenses

<u>M & I E</u> <u>NECESSARY</u>	<u>Charge Per</u> <u>Crew Member</u>	<u>Crew</u> <u>Size</u>	<u>CHARGE</u> <u>Per Day</u>	<u>DAY (\$)</u>	<u>Total</u>
No	\$66.00	4	\$264.00	N/A	N/A

Mobilization

<u>MILES TO</u> <u>JOBSITE</u>	<u>NO CHARGE</u> <u>MILES x2</u>	<u>CHARGE</u> <u>MILEAGE</u>	<u>DAY (\$)</u>	<u>TOTAL</u> <u>MILEAGE</u>	<u>RATE</u> <u>PER MILE</u>	<u>EXTENDED</u> <u>Total</u>
52	40	12	55.42	665.0986	\$ 2.71	\$ 1,802.42

Mileage

<u>MILES TO</u> <u>JOBSITE</u>	<u>NO CHARGE</u> <u>MILES x2</u>	<u>CHARGE</u> <u>MILEAGE</u>	<u>DAY (\$)</u>	<u>TOTAL</u> <u>MILEAGE</u>	<u>RATE</u> <u>PER MILE</u>	<u>EXTENDED</u> <u>Total</u>
52	40	12	55.42	665.0986	\$ 0.94	\$ 625.19

Travel/Drive

<u>Rates</u>	<u>Drive</u> <u>Time HRS</u>	<u>NO CHARGE</u> <u>TRAVEL HRS x2</u>	<u>CHARGE</u> <u>TRAVEL HRS</u>	<u>Crew</u> <u>Members</u>	<u>TOTAL</u> <u>HRS</u>	<u>RATE</u> <u>PER HR</u>	<u>EXTENDED</u> <u>Total</u>
	0.97	1.00	0.00	4	0.00	\$ 27.50	\$ -

Equipment

<u>DAY (\$)</u>		<u>RATE</u> <u>Day</u>	<u>Total</u>
1.00	EA Delivery Fee	\$ 302.50	\$ 302.50
20.00	DY RT-40 Trencher	\$ 506.00	\$ 10,120.00
1.00	EA Pick up Fee	\$ 302.50	\$ 302.50
1.00	EA Delivery Fee	\$ 302.50	\$ 302.50
10.00	DY Backhoe	\$ 410.00	\$ 4,100.00
1.00	EA Pick up Fee	\$ 302.50	\$ 302.50
1.00	EA Delivery Fee	\$ 302.50	\$ 302.50
10.00	DY Skip Loader	\$ 378.00	\$ 3,780.00
1.00	EA Pick up Fee	\$ 302.50	\$ 302.50

Material

<u>QTY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>EXTENDED</u> <u>PRICE</u>
58,100.00	SF Midiron Sod	\$ 0.63	\$ 36,603.00
120.00	LF 2.5" PVC Pipe	\$ 1.86	\$ 223.20
1,100.00	LF 1.5" PVC Pipe	\$ 2.50	\$ 2,750.00
280.00	LF 1" PVC Pipe	\$ 0.87	\$ 243.60
30.00	EA 4" Hunter I-25 Adjustable Rotor	\$ 46.46	\$ 1,393.80
30.00	EA 1" PVC Swivel	\$ 68.70	\$ 2,061.00

Services

<u>QTY</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>	<u>EXTENDED</u> <u>PRICE</u>
			\$ -

Total **\$ 109,066.00**

I have reviewed this map and have verified that it is accurate, it's numbering is correct and there are no conflicts with existing development within the proposed new development area.

Signature _____ Date _____

PROPOSED CEMETERY ROAD

4' IRRIGATION
EASEMENT, TYP.

PROPOSED CEMETERY ROAD

EXISTING CEMETERY ROAD

MATCH LINE SEE SHEET 2

Section E - North Half

DESCRIPTION	SALES UNITS	AREA
Lawn Burial Spaces	465	29,552 s.f.
-	-	- s.f.
TOTALS:	465	29,552 s.f.

Drawn by: DC Revisions: -
Checked by: DC

Section E

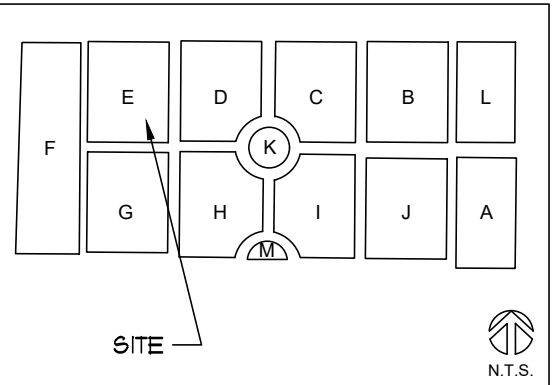
Mar. 7, 2022

Project # 22-003

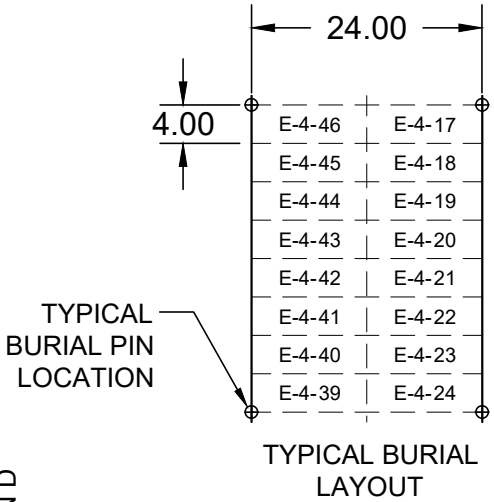
Eloy Memorial Park

5839 E Milligan Rd
Eloy, AZ 85131
Office (520) 466-9201

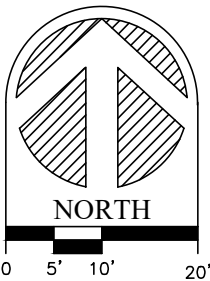
PAGE 1 OF 2



LOCATION MAP



TREE SPACE
NO BURIALS



I have reviewed this map and have verified that it is accurate, it's numbering is correct and there are no conflicts with existing development within the proposed new development area.

Date _____

Signature _____

PROPOSED CEMETERY ROAD

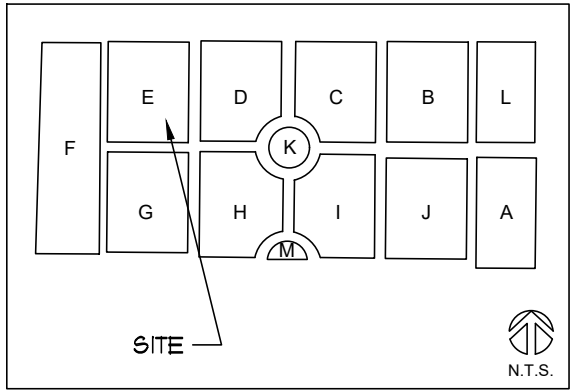
4' IRRIGATION
EASEMENT, TYP.

PROPOSED CEMETERY ROAD

MATCH LINE SEE SHEET 1

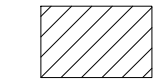
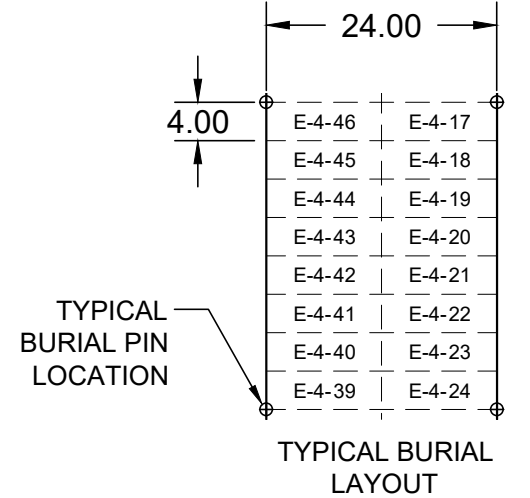
4' IRRIGATION
EASEMENT, TYP.

EXISTING CEMETERY ROAD

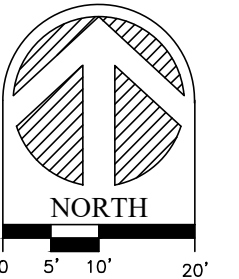


LOCATION MAP

SECTION D



TREE SPACE
NO BURIALS



Section E - South Half

DESCRIPTION	SALES UNITS	AREA
Lawn Burial Spaces	465	28,654 s.f.
-	-	- s.f.
TOTALS:	465	28,654 s.f.

Drawn by: DC Revisions: -
Checked by: DC

Section E

Mar. 7, 2022

Project # 22-003

Eloy Memorial Park

5839 E Milligan Rd
Eloy, AZ 85131
Office (520) 466-9201

PAGE 2 OF 2

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.A.**

Date: **8/8/2022**

Date submitted:
07/19/2022

Action: Formal

Subject: Formation of a Council Subcommittee for the review of applications to fill the vacancy for the alternate member on the Eloy Planning & Zoning Commission.

Date requested:
8/8/2022

TO: Mayor and City Council

FROM: Mary Myers, City Clerk

RECOMMENDATION:

Council consider formation of a subcommittee for the review of applicants to fill the alternate member vacancy on the Eloy Planning & Zoning Commission.

DISCUSSION:

The Eloy Planning & Zoning Commission is a five-member body, and an alternate member. The Commission currently has five members and an Ex-Officio (City Council) member, but the alternate position is currently vacant. The Commission makes a survey of the City and prepares and presents to the Council a general plan to guide development and a zoning ordinance and official zoning map of all incorporated land within the City. The Commission's duties also include reviewing proposed plans and rezonings within the City to be consistent with the Constitution and the laws of the State and City.

The five (5) Commission members, and the one (1) alternate member, are appointed by the Mayor and Council and serve staggered, three-year terms. The City received four applications to fill the alternate member vacancy - Marlo Schuh, Jeffrey Saforek, Kathy Meyers, and Wendy Ayala. Copies of their applications are attached to this report.

FISCAL IMPACT:

There is no fiscal impact associated with this decision.

Approved as to Form:



Stephen R. Cooper, City Attorney

Planning & Zoning

The Planning and Zoning Commission shall serve in an advisory function to assist the City Council in making decisions pertaining to amendments to the General Plan and this chapter, and applications for development approval. It shall be the duty of the commission to make a survey of the City and prepare and present to the Council a comprehensive plan for zoning the City. The commission shall further perform such other duties in connection with the planning and zoning of the City as are consistent with the Constitution and the laws of the State. **To learn more about this commission please [click here](#).**

MEMBER NAME	APPOINTED	TERM EXPIRES
Steven Paulson (Chairperson)	01/17	01/23
Conrad Tolson (Vice-Chairperson)	01/21	01/24
Larry Brown	12/93	01/23
Allen Crawford	11/21	11/24
Edward Saucedo	02/22	02/25
VACANT (Alternate)		
EX-OFFICIO MEMBER:		
Sara Curtis	01/21	12/22
STAFF REPRESENTATIVE:		
Community Development Director /City Planner	520-466-2578	

Kathryn (Kathy) Meyers
Gilbert, AZ
360-831-2184
kmeyers1028@hotmail.com

Objective:

Part time employment in a retail sales associate, para-professional or administrative capacity that provides ability to support an organization, work with employees and/or customers, and continue to be a part of the workforce.

WORK EXPERIENCE:

Kohl's Department Store
Sales Associate (Seasonal)

October 2020 – Present

Assist customers with questions, organize displays, return products to professional display, cashier, promote credit card.

City of Phoenix, Phoenix, AZ
HR Supervisor

April 2019 – January 2020

Key Areas of Responsibility:

- Active employee and retiree benefits eligibility and administration management, including oversight of the online enrollment system and processes for new hires, family status changes, and separations from service. Administration also includes enrollment and administration of retiree benefits. Administration also included weekly file transfers to carriers, and oversight of discrepancies.
- Responsibility also included oversight of the HRIS function related to benefits. This included working with technical staff to update and maintain the system and develop open enrollment process improvements. The system used at the City is Oracle Peoplesoft.
- Supervised staff of seven, both professional and administrative staff.
- Work with Peoplesoft eChris system.

Forever Living Products International, Scottsdale, WZ
Benefits Manager

January 2018 – April 2019

Key Areas of Responsibility:

- Enrollment and eligibility administration, including education and communication for new employees, administering family status changes, and open enrollment. Developed process improvement to streamline the method of communication. Administered the on-line enrollment process using Ultipro, including system set-up.
- Conducted audits of the ACA process, analyzing data, and ensuring accurate reporting.

Clark County, Vancouver, WA
Benefits Manager

May 2002 – September 2017

- Manage health and welfare programs including: administration, communication, and financial oversight; 457 deferred compensation program, leave of absence and disability management programs including FMLA and state leave laws, HRMS system oversight, and compliance with COBRA, HIPAA, Internal Revenue Code, ACA regulations, and state mandates.
- Clark County has 1650 benefit eligible employees with 15 labor groups, retirees, and employees of various affiliated agencies with approximately 200 employees. Total employees are approximately 1850.

- Research, recommend policy, procedure and contract language for negotiations; participate in setting strategy, priorities, costing and presenting information during negotiations.
- Responsible for management of 5 staff; professional, technical, and administrative. This included training, development, coaching and counseling.
- Utilized Oracle Standard Benefits and HCM system

First Consumers National Bank, Beaverton, OR

1999 - 2002

Benefits Manager

- Responsible for establishing benefits administrative processes transferred from corporate office; set up systems to manage day to day operation.
- Programs included medical, dental, life, disability, and leave administration.
- Supervised staff of 2.

Clackamas County, Oregon City, OR

1985 – 1996

Benefits Manager

- Responsible for administration, plan design, communication, and compliance of the health and welfare programs, deferred compensation, management of the leave of absence and disability management programs.
- Administered benefits for approximately 2,000 employees.
- Developed Division budget and self-insured program budgets.
- Supported labor contract negotiations and labor and employee relations.
- Supervised staff of four.

Other:

From 1997 – 1998 lived in Belgium. This opportunity allowed me to experience several diverse cultures while traveling throughout Europe and the Mediterranean.

Volunteered as Lunch Buddy for underprivileged children, and at the local hospital Emergency Department.

Education:

BS Degree – Business Management (Graduated May 2004)

University of Phoenix

CEBS Courses – GBA Designation

JEFFREY SAFOREK

Eagan, MN 55122 ♦ (816) 830-9868 ♦ safmo5610@gmail.com

PROFESSIONAL SUMMARY

Thorough Chief Operating Officer with track record delivering superior results. Focused leader with over 30 years of experience finding innovative ways to grow revenue and increase margins. Well-versed in managing multi-million dollar budgets with full P&L responsibility, negotiating high-level contracts and building lasting relationships with vendors, clients and partners. Results-oriented dairy executive with demonstrated record of accomplishment in streamlining operations, increasing profits and maximizing market penetration. Decisive leader promoting operational improvements, market expansion and positive corporate culture as keys to success.

ACCOMPLISHMENTS

- Supervised team of 9 direct staff members.
- Implemented third party software to develop, monitor, and control promotional spending inventory tracking spreadsheets. Five years savings expected to be \$4.5- \$5.0
- Oversaw the planning, design, and subsequent construction of a new \$25 million spray dryer to bring milk into balance in the NE milk market order.

SKILLS

- | | |
|--------------------------|-------------------------|
| • Planning and execution | • Personnel development |
| • Budgeting | • Change Management |
| • Sales | • Operations oversight |
| • Quality Management | |

WORK HISTORY

Chief Operating Officer, 09/2016 to Current

Agri Mark – Andover, MA

- Led operational oversight and budgetary supervision for 1,050 employees in 7 locations including production, warehouse, and distribution locations.
- Collaborated with VP of operations, and VP Sales to develop and implement recommendations for service improvement and supplier rating goals. This included on time delivery improvements, delivery accuracy increases, and increased customer satisfaction scores.
- Drive Innovation with goal of introducing 5 new products to the market each year. Highlights included Triple Cream Greek yogurts, coffee creamers, and cheese boards.
- Established training as well as cross- department training policies to promote company culture and

vision.

- Negotiated and drafted contracts with business partners, clients and vendors, saving company over \$ 2.2 mm. in last fiscal year.
- Managed production, sales, and other support to keep customer based supplied during Covid- 19 which avoided shortages and out of stock during huge demand period.
- Improved return on capital investment (ROI) by [Action]

Vice President Dairy Ingredients, 07/2011 to 09/2016

Swiss Valley Farms – Davenport, IA

- * Overall responsibility including sales and P&L for most profitable division of Midwest Dairy Cooperative.
- * Led export effort that resulted in growing sales from virtually zero to a level of nearly 12 million lbs. over a 5 year span.
- * Managed business relationship between The Company and its largest customer and led negotiations of annual contracts, pricing, improved processing, etc.
- * Improved profit margins by streamlining operations and workflow including a total re-design of manufacturing facilities in Rochester, MN. Project was delivered at budget and on time.
- * Defined strategies and created a plan to achieve ambitious operational objectives.
- * Assisted in the design/ structure of a hedging program to reduce volatility and better predict margins.
- * Eliminated problematic mold issues in cream cheese by identifying new packaging format which was purchased and utilized to virtually eliminate mold and resulted in large year on year savings

Vice President Global Business, 08/2007 to 07/2011

Fonterra – Auckland, New Zealand

- Evaluated product development strategy effectiveness and prepared alternative approaches to exceed goals.
- Increased company growth through effective collaboration with sales and marketing departments.
- Reduced costs by overhauling and streamlining contract bidding and procurement processes to assure best prices for materials and services.
- Spearheaded cross-functional initiatives across R&D and Marketing departments to achieve business goals for bottom-line profits.
- Led operational team of 38 in creation, roll out, and management of new product lines, including highly successful nutritional protein platforms and billing systems which grew revenue by \$2.3 mm in one year.

EDUCATION

Associate of Science: Chemistry And Environmental Studies, 12/1982

University Of Iowa - Iowa City, IA

- Member of Phi Kappa Psi Fraternity
- Graduate work in gas emissions from pits and related farm safety
- Member of Iowa Track and Cross Country Teams
- Member of Chemistry and Biology Clubs

- Continuing education in Micro Biology

AFFILIATIONS

American Dairy Products Institute (Former Board Member)

International Dairy Foods Association (Current Board Member)

Dairy America (Former Board Member)

Institute of Food Scientists

US Dairy Export Counsel

North East Dairy Foods Association

University of Nebraska Food Allergy Board

WENDY AYALA

Phoenix Metro, Arizona | 704 989 3294 | wendyayala7@aol.com

Summary

Dedicated Account Manager bringing 20 years' experience partnering with clients across multiple industries. Team-oriented professional, successful in working cross-functionally to meet customer satisfaction goals while also working to improve process. Consistently over-achieves, hits renewal targets, drives improvement initiatives, demonstrates thought leadership, and takes pride in problem solving. Top achievements include successfully founding a company and negotiating selling at a profit 2-years later, launched a real estate business which is still running strong, and currently managing \$3.2 Million book of business with The Hackett Group, exceeding retention and renewal expectations.

Skills

- Customer Service (20 years)
- Business plans, Problem-Solving (20 years)
- Sales, Contract negotiations (18 years)
- Customer Acquisition & Retention (17 years)
- Planning & Tactical Execution (17 years)
- Change Management Leader (10 years)
- Process Improvement (9 years)
- Team Leader (8 years)

Experience

Partner Account Manager InComm Payments

4/2022 to Present
Atlanta, GA

- Manage client lifecycle - book of business revenue confidential.
- Partnered with national brands to support their gift card business.
- Support promotional gift card program for select merchants.
- Contract negotiations

Broker/Realtor/Salesperson eXp Realty LLC

2018 - Present
Charlotte, NC

- Negotiate real estate contracts for sellers and buyers.
- Work directly with closing attorneys, escrow, title, lenders, and Inspectors to facilitate transactions.
- Network and prospect leads through lead generation and CRM software tools.
- Create sales / marketing materials.
- Expand referral-based business.

Account Manager The Hackett Group

09/2019 to 4/2022
Remote Based

- Manage client lifecycle for \$3.2 million book of business across 7 finance advisory programs.
- Responsible for account renewals and growth including strategy, planning, and execution.
- Partner closely with a team of advisors to drive support for client's strategic business objectives.
- Directly manage client needs and align with appropriate resource to help execute on key decisions.
- Manage data entry and activity updates in Sales Force.
- Partner with sales directors to ensure seamless service delivery across client engagements.
- Established process improvement to standardize procedures across Account Management team.
- Support internal key annual events as client liaison.
- Support client key annual events.

President | Owner**09/2017 to 09/2019****Amera-Clean****Wesley Chapel, NC**

- Founded a residential cleaning business and exceeded revenue expectation in the first year.
- Developed, and implemented standard operating procedures.
- Managed day to day operations including, customer acquisition, sales, marketing, staffing and training.
- Built, retained, and grew strategic relationships with Realtors, Property Managers, and Builders.
- Sold Company 2 years later at a profit.

Strategic Account Manager**03/2015 to 08/2017****Driveline Retail Merchandising****Charlotte, NC**

- Remotely managed a 5-person client success team supporting a 20M+ Family Dollar account across 7000 retail stores.
- Communicated client risks, opportunities, issues, and market trends directly to Chief Operating Officer.
- Focused on maintaining alignment with key client contacts in order to retain and increase the volume and quality of business allocated.
- Coached/developed/mentored team to prepare each for professional advancement opportunity.
- Developed, and implemented standard operating procedures for contracts, project set up, and field communication.

Strategic Account Manager**03/2011 to 03/2015****Steritech Group****Charlotte, NC**

- Developed and executed long-term strategic business plans resulting in the extension of annual client contracts exceeding \$3.5M.
- Communicated directly to leadership team, client risks, opportunities, issues, and market trends.
- Partnered with restaurant leadership and franchise owners to develop and execute a food safety plan for restaurants across North America and Canada.
- Analyzed client data/metrics/KPIs and prepare client facing reports/presentations.
- Reduced manual process, built team collaboration and increased profitability.
- Lead quarterly business reviews and deliver success metrics scorecard.
- Nominated to join Executive Leadership Retreat for improving process across operational teams.

Enrollment Advisor**01/2008 to 03/2011****University of Phoenix****Charlotte, NC**

- Responsible for advising undergraduate and graduate students regarding admissions and degree completion requirements including Financial Aid.
- Recruited, advised, and coached undergraduate/graduate students from enrollment to graduation.
- Coordinated Academic and Finance advisor meetings to facilitate successful student enrollment.
- Achieved recognition from leadership for providing student support, coaching and retention.

Loan Officer**12/2005 to 10/2007****CTX Mortgage****Charlotte, NC**

- Originated loan products to homebuyers with a pipeline of 1.6 million per month.
- Managed home buying experience from sales to close, demonstrating knowledge of all loan programs.
- Top JD Power scores. Retention of inhouse loan products.

Education / Certificates**Master Business Administration | University of Phoenix****2008 - 2009****Bachelor Science Business Management | University of Phoenix****2003 - 2007****Certificate in GBS****2021****Certificate in Enterprise Analytics****2021**

Boards & Commissions Application

City of Eloy Boards/Commissions Application

Today's Date	4/13/2022
Which Board or Commission are you applying for?	Planning & Zoning Commission (Alternate)
Title	Ms.
First Name	Marlo
Last Name	Schuh
Home Address	6010 W Houser Rd
City	Casa Grande
State	AZ
Zip	85193
Mailing Address (if different from above)	<i>Field not completed.</i>
City	Casa Grande
State	AZ
Zip	85193
Phone Number	5205602246
Cell Phone Number	5205602246
Work Number	<i>Field not completed.</i>
Email Address	schuh@cgmailbox.com
Are you older than 18 years of age?	Yes
Do you live in the incorporated boundaries of Eloy?	Yes

How many years have you lived in Eloy?	22 years
Name of Employer	Desert Wind Transport LLC
How long?	7 years
Please list any organizations with which you have been affiliated	.
Education	SCVUHS, MCC, Motorola University
Additional Information	<i>Field not completed.</i>
Please describe any relevant experience which will help you serve on the Board or Commission of your choice	5 years South Mountain Village Planning Committee 18 years on Eloy Planning and Zoning Commission
Certification	By checking this box you are certifying all the information contained in this application is true and complete to the best of your knowledge.
Signature	Marlo E Schuh
Date	4/13/2022
Resume	<i>Field not completed.</i>

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.B.**

Date: **8/8/2022**

Date submitted:
07/19/2022

Action: Formal

Date requested:
8/8/2022

Subject: Consider Approval of Accepting Change Order #1 to the Contract with Sunrise Engineering to Increase the Contract Amount by an Amount Not to Exceed \$45,000 to Allow Sunrise Engineering to Assist with the Soil Sampling as Required by the Arizona Department of Environmental Quality (ADEQ) to Resolve the Notice of Violation Issued by ADEQ on September 29, 2021; and Authorizing the Mayor to Sign the Necessary Documents.

TO: Mayor and City Council

FROM: Matt Rencher, Public Works Operation Manager

RECOMMENDATION:

Staff Recommends that Council approve the Change Order #1 for the Contract with Sunrise Engineering to increase the contract amount by an amount not to exceed \$45,000 to allow Sunrise Engineering to assist with the soil sampling as required by the Arizona Department of Environmental Quality (ADEQ) to resolve the Notice of Violation issued by ADEQ on September 29, 2021 and authorize the Mayor to sign the necessary documents.

DISCUSSION:

On September 22, 2021 the Arizona Department of Environmental Quality performed an inspection at the City of Eloy wastewater treatment plant. During the course of this inspection, several deficiencies were found and noted in the inspection report. These deficiencies led to a Notice of Violation (NOV) issued by ADEQ on September 29, 2021. Current and former Staff have resolved all but one of the Violations outlined in the NOV. The final Violation in the NOV relates to the state of disrepair of the liner in the sludge holding pond.

It would have cost less to completely remove the liner and decommission the sludge holding pond than to repair the liner. Since the sludge holding pond in question is no longer necessary for the treatment capacity, and does not necessarily need to remain in service, Staff made the decision to amend the Aquifer Protection Permit (APP) and close the sludge holding pond at the recommendation of the Consultant, Sunrise Engineering.

As part of the closure ADEQ will require soil sampling to ensure that the groundwater or soil under the holding pond has not be contaminated by sludge that was previously stored in the sludge holding pond. The soil sampling was not part of the original contract with Sunrise Engineering.

FISCAL IMPACT:

Not to Exceed \$45,000 from the Wastewater Contingency Budget

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper", is written over a solid black horizontal line.

Stephen R. Cooper, City Attorney



SUNRISE
ENGINEERING



Phoenix Metro Office

2045 S. Vineyard, Suite 101, Mesa, Arizona 85210 | TEL 480.768.8600

Date: January 13, 2022

To: City of Eloy
Keith Brown, P.E.
1137 W. Houser Rd.
Eloy, AZ 85131
Phone: 520-466-3082
Email: kbrown@EloyAZ.gov

Subject: **CONTRACT for Engineering Services**
Wastewater Treatment Plant - Belt Press Addition

Keith,

Sunrise Engineering, Inc. (SEI) is submitting the following proposal and agreement to provide Professional Engineering Services for the above referenced project. SEI agrees, upon receipt of your acceptance to this agreement, to perform the following identified services in accordance with the terms and conditions shown herein between Sunrise Engineering and City of Eloy (Client).

Scope of Services

The Eloy Wastewater Treatment Plant (WWTP) – Belt Press Addition project is intended to replace the existing “geo-tube” sludge handling system at the WWTP with a mechanical belt press for the City’s wastewater flows. The scope of services for this contract is to assist in selecting the belt press equipment, perform detail design, plans, permitting and post design services for the improvements required to support the installation of the new equipment. The limits to the scope of work are shown in Exhibit A.

PHASE 0001 – KICKOFF MEETING, DATA EVALUATION & PROJECT MANAGEMENT: The goal of this Phase is to perform services to conduct a project kick-off meeting, evaluate the existing information related to this project and perform project management services. This will incorporate the following tasks:

Task 001 – Kick-off Meeting: Attend a team meeting with the City of Eloy staff to review the overall scope of work, evaluation criteria, schedule, communication lines, project reporting, and confirm the project goals.

Task 002 – Data Evaluation: This task will include the collection and evaluation of pertinent data regarding the proposed belt press selected by the City. This includes the following:

- a) Original WWRP As-builts
- b) WWRP Sludge Handling As-builts
- c) Wastewater System Master Plan

This information will be used to become familiar with the existing conditions and design criteria for the project.

Task 003 - Project Management: The scope of work included in this task is for project management, which includes the following:

- Prepare and maintain project schedule
- Prepare weekly email updates
- Coordinate activities of the project team

PHASE 0002 – SURVEY & BASE-MAPPING: The goal of this Phase is to develop a base map of the sludge handling area that can be used for the project design and plans.

Task 001 – Topographic Survey & Base-Mapping: This task includes field survey of the sludge handling area shown in Exhibit A. This survey will collect locations and elevations for surface features, concrete, equipment, electrical, and pipes, where accessible from the surface. This information, along with information from as-built drawings, will be used to create a base-map of the project site.

PHASE 0003 – EQUIPMENT SELECTION & DETAIL DESIGN: The goal of this Phase is to perform an equipment selection process and detailed design to fit the dimensions and requirements for the belt press equipment selected by the City. The civil, electrical and structural portions of the project will be designed around the selected belt press. This will incorporate the following tasks:

Task 001 – Equipment Solicitation & Selection: The first step, prior to design, is to prepare a solicitation (in accordance with procurement rules) and perform a selection process for the proposed belt press equipment. This task includes preparing the solicitation, evaluating the submittals from equipment suppliers and providing a recommendation to the City. The design for the belt press will be based on the configuration of the selected equipment.

Task 002 – Civil Design/Plans, Specifications and Report: This task will include the design/plans and design report for the proposed belt press improvements to the sludge handling of the plant. Plans and specifications will be prepared so that the City can advertise the project and obtain bids from contractors/vendors for the project or self-perform the work. In addition, the plans, specifications and report will be prepared so they can be submitted to ADEQ for approval. Plans and cost estimates will be submitted for review at the 60% and Final stages. Comment review meetings will be conducted with the City staff at the 60% and 90% review stages.

Task 003 – Electrical Design/Plans: This task will include the design and plans for the electrical work required for adding the proposed belt press improvements to the sludge handling of the plant. Plans for this portion of the scope will not begin until after the 60% plans have been submitted and comments received from the City. This scope assumes that the new equipment will connect to an existing electrical panel and SCADA equipment. This scope does not include SCADA design.

Task 004 – Structural Analysis & Design: It is assumed that the new belt press will be located on the existing concrete of the sludge handling facility. This task will include an analysis of the existing concrete in the sludge handling area of the WWTP and design recommendations for anchoring the equipment.

Task 005 – ADEQ Aquifer Protection Permit (APP) Amendment: The proposed addition of the belt press to the sludge handling of the plant will require an “Other” amendment to the City’s Aquifer Protection Permit (APP) for the overall plant. This scope includes completing applications and coordination with ADEQ and the City to obtain this permit amendment.

PHASE 0004 – POST DESIGN SERVICES: The goal of this Phase is to perform post design services for the belt press equipment project to assist with contractor selection and construction administration services. This scope assumes a construction duration of eight (8) weeks to complete. This will incorporate the following tasks:

Task 001 – Contractor Selection Services: Perform contractor selection services for the belt press addition project which include:

1. Attend the pre-bid conference
2. Answer contractor RFIs and prepare one bid addenda as necessary

Task 002 – Construction Administration: Perform construction administration services for the belt press addition project which include:

1. Pre-construction meeting attendance
2. Attend up to three (3) construction meetings or site visits for the project
3. Review and approve/disapprove contractor submittals for the proposed construction materials for adherence to the plans and specifications
4. Respond, in writing, to written contractor RFIs during the course of construction
5. Review and recommend approval of change orders, if necessary, during the construction of the project

Task 003 – Contract Record Drawings & Final Approvals: Provide contract record drawings at the conclusion of the belt press addition project construction. Services will include:

1. Show revisions/modifications occurring during the course of construction on the design/bid plans. Plan revisions will be based on redlines provided to SEI by the City's construction observer and/or Contractor.
2. Provide the City with contract record drawing one hard/digital copies each
3. Provide an Operation and Maintenance Manual
4. Submit to ADEQ for final construction approval

PHASE 0005 – ALLOWANCES: The final phase of this project includes allowances for the project and reimbursable expenses. This phase will include the following tasks:

Task 001 – Reimbursable Expenses: This will be an allowance used for reimbursable expenses which may include, but are not limited to, reprographics (documents, plans, reports, maps, etc.) and delivery services.

Task 002 – Owner Allowance for Additional Services/Unforeseen Conditions (Design Changes): This will be an allowance used for Client initiated design changes and any additional services requested as a result of unforeseen conditions. This includes an estimate for clean closure of the existing effluent and sludge ponds at the WWTP.

Scope of Work Exclusions & Conditions

1. Plans shall be prepared in accordance with MAG (Maricopa Association of Governments) Standards and Specifications supplemented by the City of Eloy.
2. Boundary survey is not included in the scope of work, nor is it anticipated to be required for the project.
3. SCADA design is not included in the scope of work. It is assumed that the City will incorporate the new equipment into the overall WWTP process with their integrator.
4. This scope of work assumes that the project will be delivered using a Job Order Contract (JOC) project delivery method.
5. Construction observation and staking is not included in the scope of work. If requested or required, these services can be provided on a time and material basis at the rates show in Exhibit C in addition to the contract cost.
6. Review, processing, permitting and all other fees are excluded.
7. Reproduction costs for plans, exhibits, reports, etc. will be billed as a reimbursable expense or on a Time and Material basis depending on method of execution.



The scope of work for the engineering services to be performed as part of this contract will be provided in accordance with the fees shown in Exhibit B. Any further services requested in excess of those listed above will be performed at the rates and fees shown in Exhibit C.

Sincerely,
SUNRISE ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "Gregory D. Potter".

Gregory D. Potter, P.E.
Principal/Vice President

ACCEPTED & AGREED
City of Eloy

By: _____

A handwritten signature in black ink, appearing to read "Micah Powell".

Signature

Micah Powell

Printed Name

Title: _____

Mayor

Print Title

Date: _____

2/14/22

Date

EXHIBIT A

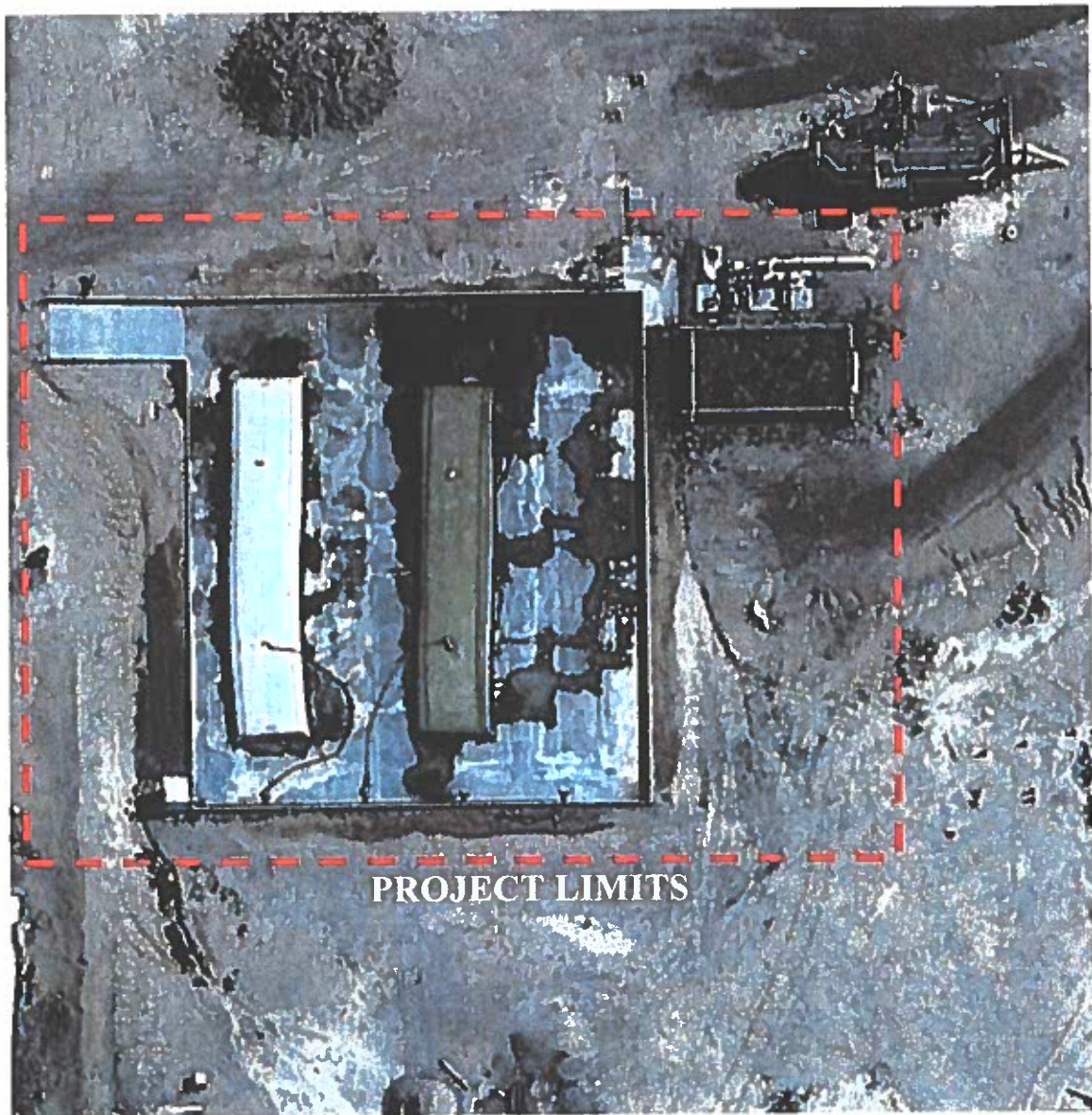


EXHIBIT B

Cost Summary

Phase	Task	Work Task Description	(\$)	*Fee Type
0001		PROJECT MANAGEMENT, MEETINGS & COORDINATION		
	001	Kick-Off Meeting	\$1,200	
	002	Data Evaluation	\$1,200	
	003	Project Management	\$3,600	
		Subtotal	\$6,000	Lump Sum
0002		SURVEY & BASE-MAPPING		
	001	Topographic Surveying & Base-Mapping	\$3,100	
		Subtotal	\$3,100	Lump Sum
0003		EQUIPMENT SELECTION & DESIGN		
	001	Equipment Solicitation & Selection	\$9,200	
	002	Civil Design/Plans, Specifications & Report	\$21,600	
	003	Electrical Design/Plans	\$3,900	
	004	Structural Analysis & Design	\$3,900	
	005	ADEQ Aquifer Protection Permit (APP) Amendment	\$3,500	
		Subtotal	\$42,100	Lump Sum
0004		POST DESIGN SERVICES		
	001	Contractor Selection Services (JOC)	\$2,100	
	002	Construction Administration	\$5,200	
	003	Contract Record Drawings & Final Approvals	\$3,500	
		Subtotal	\$10,800	T&M NTE
0005		ALLOWANCES		
	001	Reimbursable Expenses	\$500	
	002	Owner Allowance for Additional Services/Unforeseen Conditions (Design Changes)	\$6,500	
		Subtotal	\$7,000	T&M NTE
		Base Contract	\$62,000	
		Allowances	\$7,000	
		Contract Total	\$69,000	

*Lump Sum = Fixed Fee; T&M = Time & Materials; NTE = Not to Exceed

**Budgeted T&M (Time and Materials) is a budgeted amount that will not be exceeded without Client approval and does not guarantee the tasks will be completed within this amount.

EXHIBIT C
SUNRISE ENGINEERING, INC.
**Arizona Offices
2021 Fee Schedule**

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>	<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>
101	Engineer (E.I.T.) I	\$105 <i>per hour</i>	051	Administrative I	\$40 <i>per hour</i>
102	Engineer (E.I.T.) II	\$119	052	Administrative II	\$49
103	Engineer III	\$139	053	Administrative III	\$59
104	Engineer IV	\$165	921	Survey Tech I	\$75
105	Engineer V	\$185	922	Survey Tech II	\$90
110	Principal Engineer	\$210	930	Survey CAD Tech	\$110
711	Project Manager I	\$140	935	Survey Crew Chief	\$138
712	Project Manager II	\$170	940	Survey Manager	\$150
301	Engineering Tech I	\$81	945	Registered Surveyor	\$160
302	Engineering Tech II	\$99	950	Principal Surveyor	\$185
303	Engineering Tech III	\$119	351	Construction Manager I	\$ 119
304	Engineering Tech IV	\$135	352	Construction Manager II	\$ 139
401	CAD Technician I	\$79	353	Sr. Construction Manager	\$ 165
402	CAD Technician II	\$89	901	Field Technician I	\$ 69
403	CAD Technician III	\$99	902	Field Technician II	\$ 79
404	CAD Technician IV	\$109	903	Field Technician III	\$ 89
			MILE	Mileage	\$0.59 <i>per mile</i>

Subconsultants and other direct expenses as incurred plus 10% handling fee

TERMS AND CONDITIONS

1. SERVICES TO BE PROVIDED. These Terms and Conditions are enclosed with, attached to and/or incorporated by referenced into a proposal or agreement (the "Proposal/Agreement") prepared by Sunrise Engineering, Inc. ("SEI") offering/agreeing to provide the consulting services described in the Proposal/Agreement as such consulting services are changed by agreement of the Parties (hereinafter, the "Services"). SEI agrees to provide the Services for the sole and exclusive use and benefit of the person or entity described in the Proposal/Agreement to be SEI's client for the provision of the Services (the "Client"). If the Proposal/Agreement does not expressly identify the Client, the Client shall be the person or entity to whom SEI provides the Services. The Proposal/Agreement shall become binding on SEI and Client upon its written acceptance by Client, or Client's acceptance of the performance by SEI of the Services without written objection to the terms of the Proposal/Agreement, whichever first occurs. SEI may use the services of subconsultants in the performance of the Services ("SEI's Consultants") when, in SEI's sole discretion, it is appropriate to do so. For purposes of the Proposal/Agreement and these Terms and Conditions, the "Parties" are SEI and Client, and their successors and permitted assignees.

2. EFFECT OF TERMS AND CONDITIONS. If any of the Services are performed by SEI or SEI's Consultants prior to the acceptance by Client of the Proposal/Agreement, such Services shall be governed by these Terms and Conditions the same as if they had been performed after the acceptance by Client of the Proposal/Agreement. These Terms and Conditions shall be binding upon the Parties except to the extent these Terms and Conditions directly conflict with the Proposal/Agreement. In the event of direct conflict between the Proposal/Agreement and these Terms and Conditions, the Proposal/Agreement shall supersede and replace these Terms and Conditions.

3. PAYMENT TERMS. Payment on account of Services rendered, including fees and Reimbursable Expenses, shall be made monthly upon presentation of SEI's statement of services. No deductions shall be made from SEI's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors ("Contractor") performing all or a portion of the work or services (the "Work") for the construction of improvements designed by SEI or SEI's Consultants, or on account of the cost of changes in the Work other than those for which SEI has been adjudicated to be liable. If payment is not received within thirty (30) calendar days from the invoice date (i) Client agrees to pay interest on the past due amount at the rate of 18% per annum until paid in full; (ii) Client agrees to pay reasonable attorneys' fees and collection costs incurred by SEI to collect or obtain an award or judgment to collect all or any portion of the past due amount; (iii) SEI reserves the right to suspend all Services until payment of the past due amount is received in full; and (iv) SEI may terminate the Proposal/Agreement for cause if payment of the past due amount is not received in full within forty-five (45) calendar days of the date it is due.

4. TERMINATION/SUSPENSION OF PROPOSAL/AGREEMENT Either Party may terminate the Proposal/Agreement for cause if the other Party shall fail substantially to perform in accordance with its terms through no fault of the Party initiating the termination upon ten (10) calendar days prior written notice and failure of the Party in default to cure the default within such ten (10)-day period. Client may terminate the Proposal/Agreement without cause and for Client's convenience upon delivery to SEI of a written notice of termination for convenience. Client may suspend all or a portion of the Services upon written notice to SEI, provided that (i) Client shall compensate SEI for extra fees and

costs due to such suspension of the Services; and (ii) SEI may terminate the Proposal/Agreement for cause if the Services or any portion of the Services are suspended in the aggregate for more than one hundred twenty (120) calendar days due to suspensions of the Services for Client's convenience. In the event of a termination of the Proposal/Agreement not the fault of SEI, SEI shall be compensated for the Services performed prior to termination, together with Reimbursable Expenses then due and all expenses directly attributable to the termination. In the event of a termination of the Proposal/Agreement for cause, the terminating Party shall be entitled to recover from the defaulting Party all damages caused by the defaulting Party's breach of the Proposal/Agreement.

5. STANDARD OF SKILL AND CARE. The Services (whether performed by SEI or SEI's Consultants) shall be performed in accordance with the standard of skill and care ordinarily exercised by licensed professionals of the same discipline in the state in which the Project is located on projects of similar size and scope and under like circumstances. SEI disclaims that any warranties, expressed or implied, are made or intended by SEI regarding the quality, fitness, accuracy, suitability or completeness of the Services or the Instruments of Service, or regarding any other matter.

6. INSURANCE. SEI shall maintain the following insurance coverages with insurance limits not less than specified below:

- a) Worker's Compensation Insurance – statutory limits;
- b) Employer's Liability Insurance – \$1,000,000;
- c) Automobile Liability – Combined single limits per accident, \$1,000,000;
- d) Commercial General Liability Insurance – Combined single limits per occurrence, \$1,000,000;
- e) Professional Liability – \$1,000,000 per claim

7. LIMITATION OF LIABILITY. Client agrees that the liability of SEI and SEI's Consultants, and their former and current officers, directors, employees and agents to Client, and any third party, due to any negligent acts, errors or omissions, breach of contract or breach of any other legal duty shall be limited in the aggregate to \$50,000, or the total fee paid to SEI for the Services, whichever is greater. If Client prefers to have higher limits of liability, SEI agrees to increase the aggregate limit of liability applicable to the Services to a maximum of \$1,000,000 upon Client's written request at or prior to the commencement of the Services, provided Client pays an additional consideration to SEI equal to five percent (5%) of the total fee for the Services, or \$600, whichever is greater. The additional charge for the higher limitation of liability is because of the greater risk assumed by SEI and is not a charge for additional professional liability insurance. Client shall indemnify, defend and hold harmless SEI and SEI's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any liability arising or resulting from liabilities in excess of the applicable aggregate limit of liability of SEI and SEI's Consultants for the Services.

8. SITE OBSERVATIONS AND SOIL CONDITIONS. SEI shall have access to the Project site and to all areas where the Work is performed or located. Client shall procure all permits, licenses, rights of entry and access for SEI to enter upon and to perform Services at any public or private property required for SEI to perform the Services.

By virtue of entering into this Agreement or providing the Services, SEI does not assume control of or responsibility for the Project site or the

persons at the Project site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the Project site that may present a potential danger to public health, safety or the environment.

Unless SEI provides a soils report or conducts soils testing as Services under the Proposal/Agreement, SEI makes no representations concerning soils conditions and is not responsible for any claims, damages, liabilities, losses or expenses that may arise out of the making or failure to make soils investigations or reports, or soils testing.

If a Contractor is involved in the Project, Client agrees that Contractor will be solely and completely responsible for the conditions at all locations where the Work is performed, including the safety of all persons and property during performance of the Work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that SEI will not be responsible for job or site safety on the Project.

Client acknowledges and agrees that SEI is not responsible for the performance of the Work by third parties, including, but not limited to, the Contractor and the Contractor's subcontractors, sub-subcontractors of any tier and suppliers. Client further agrees to indemnify, defend and hold harmless SEI and SEI's Consultants, and their officers, directors, employees and agents from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon the operations of such third parties in the performance of the Work unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the sole negligence or other fault of SEI and/or SEI's Consultants.

9. RELIANCE ON OWNER FURNISHED INFORMATION. SEI and SEI's Consultants shall be entitled to rely upon the accuracy and completeness of services and information furnished by Client and Client's consultants, agents and representatives, and SEI and SEI's Consultants shall have no duty to investigate the accuracy or completeness of such services or information.

10. UNKNOWN CONDITIONS. Conditions or occurrences may be encountered during the performance of the Services and/or the Work that require changes in the Services or impose risk to SEI and/or SEI's Consultants, or their employees or agents, in the performance of the Services not known to SEI when the Proposal/Agreement was entered ("Unknown Conditions"). If Unknown Conditions are encountered, SEI shall notify Client of the Unknown Conditions and the probable impact of the Unknown Conditions on the Services and the Work, and SEI shall consult with Client regarding possible actions, including:

- a) Suspend the Services and/or the Work until the Unknown Conditions are further studied by Client and the additional risks imposed by the Unknown Conditions are eliminated by Client or are reduced by Client to levels acceptable to both SEI and Client;
- b) Complete the Services in accordance with the scope of Services described in the Proposal/Agreement, if to do so is agreed by both SEI and Client to be practical;
- c) Agree to a change in the Services; or
- d) Agree to a termination of the Proposal/Agreement for Client's convenience.

11. HAZARDOUS MATERIALS. Client agrees to give written disclosure to SEI prior to the execution of the Proposal/Agreement of any

hazardous material or toxic substances existing in, on or near the Project site known to Client that may present a potential for harm to human health, the environment or equipment. Unless otherwise included in the Services, SEI and SEI's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project site by SEI or SEI's Consultants.

In the event SEI or any other person or entity encounters hazardous materials or toxic substances at the Project site, or should it become known that such materials or substances are present at the Project site or its adjacent areas that may affect the performance of SEI's Services, SEI may, at its option, and without liability for consequential or other damages, suspend performance of the Services until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials or toxic substances and such consultants represent that such hazardous materials or toxic substances have been rendered harmless. Client shall indemnify, defend and hold harmless SEI and SEI's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any hazardous materials or toxic substances in any form at the Project site, including claims, damages, costs and expenses caused by the negligence or fault of the persons or entities being indemnified, unless such claims, liabilities, damages, costs or expenses are adjudicated to be caused by the hazardous materials or toxic substances brought to the Project site by SEI or SEI's Consultants.

12. INDEMNITY. To the fullest extent permitted by law, Client agrees to indemnify and hold harmless SEI and SEI's Consultants, and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss caused by any negligent act, error or omission or intentionally wrongful conduct of Client or Client's consultants or their employees or agents.

13. INSTRUMENTS OF SERVICE. Drawings, specifications, reports and other documents, including those in electronic form, prepared by SEI and SEI's Consultants for the Project are Instruments of Service for use solely with respect to the Project. SEI and SEI's Consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Engineer grants to Client a nonexclusive license to reproduce SEI's Instruments of Service solely for the purpose of constructing, using and maintaining the Project, provided that Client shall comply with all obligations, including prompt payment to SEI of all consideration when due under the Proposal/Agreement. Except for the license granted in this Paragraph 13, no other license or right shall be deemed granted or implied under the Proposal/Agreement.

Client shall not use the Instruments of Service for future additions or alterations of the Project or for other projects, unless Client obtains the prior written agreement of SEI and SEI's Consultants. Any unauthorized use or modification of the Instruments of Service shall be at Client's sole risk and without liability to SEI or SEI's Consultants.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless SEI and SEI's Consultants and their past and current officers, directors, employees and agents, and each of them, from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute

resolution) arising out of or based in whole or in part upon any unauthorized use or modification of the Instruments of Service by Client or any person or entity that obtain the Instruments of Service from or through Client or Client's agents or representatives.

14. OPINIONS OF COST. If the Services include the evaluation of Client's budgets for construction costs or include providing SEI's opinions of probable construction costs, Client understands that SEI has no control over regional economies, availability of materials or labor or the competitive climate existing at the time of bidding or negotiation, over the costs or the prices of labor, equipment or materials, or over Contractor's methods of pricing, and that the evaluations of Client's budgets and/or opinions of probable construction costs provided by SEI are SEI's professional judgment as a design professional familiar with the construction industry. SEI makes no warranty, expressed or implied, as to the accuracy of such opinions or evaluations as compared to bids or negotiated prices or actual construction costs, and SEI does not represent or warrant that bids or negotiated prices or actual construction costs will not vary from Client's budget for the Project or from opinions of probable construction costs or from evaluations of Client's budgets prepared or agreed to by SEI.

15. PROVIDING EVIDENCE. If SEI or an employee of SEI is requested by Client or is compelled by subpoena or other legal process by Client or a third party to provide testimony, documents or evidence in relation to the Services and in connection with any public hearing, dispute resolution proceeding or legal proceeding in which SEI is not a party, Client agrees to compensate SEI on the basis of hourly rates and Reimbursable Expenses according to SEI's Rate Schedule then in effect for the time and expenses reasonably incurred by SEI in providing such evidence, provided that SEI is not compensated in full for such reasonable time and expenses by the party compelling or requesting the evidence.

16. SEVERABILITY. In the event that any provision of these Terms and Conditions is found to be unenforceable, the other provisions shall remain in full force and effect.

17. SURVIVAL. All obligations arising prior to the termination of the Proposal/Agreement and all provisions of these Terms and Conditions allocating responsibility or liability between Client and SEI shall survive the completion of the Services and the termination of the Proposal/Agreement, and Paragraphs 5, 6, 7, 9, 11, 12, 13, and 15 shall survive the completion of the Services and the termination of the Proposal/Agreement.

18. INTEGRATION. The Proposal/Agreement and these Terms and Conditions incorporated therein constitute the entire agreement between the Parties and cannot be changed except by written instrument signed by both Parties.

19. GOVERNING LAW. The Proposal/Agreement and these Terms and Conditions incorporated therein shall be governed in all respects by the laws of the state in which the Project is located.

20. THIRD PARTY FEES. SEI shall pay the fees and costs specifically required by the Proposal/Agreement and these incorporated Terms and Conditions. Unless specifically required by the Proposal/Agreement, SEI shall not be required to pay the fees and costs of the checking and/or inspection of the Instruments of Service and/or the Work by persons or entities other than SEI or SEI's Consultants, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title insurance charges, costs of reproductions of the Instruments of Service or other documents, and

other charges not specifically required to be paid by SEI by the Proposal/Agreement.

21. THIRD PARTY BENEFICIARIES. Nothing contained in the Proposal/Agreement and these Incorporated Terms and Conditions shall create a contractual relationship with or a cause of action in favor of a third party against either Client or SEI. SEI's Services under the Proposal/Agreement are being performed solely for Client's benefit, and no other person or entity shall have any claim against SEI arising under the Proposal/Agreement or arising from the performance or non-performance of the Services.

22. EMPLOYMENT FEES. In the event Client hires directly any employee of SEI within one (1) year after final payment is due to SEI for the Services, Client agrees to reimburse SEI a monetary amount equal to six (6) months' wages for the employee so hired by Client as an employment fee. The employment fee shall be calculated as six (6) times the gross monthly full-time wages of the employee immediately prior to the hiring.

23. ASSIGNMENTS. Neither Client nor SEI shall assign the Proposal/Agreement or any right, interest or claim for damages arising under the Proposal/Agreement without the written consent of the other, except that Client may make a conditional collateral assignment of the Proposal/Agreement to an institutional lender providing financing for the Project, conditioned on Client's default in its obligations to such lender regarding the financing for the Project. In the event the condition of such collateral assignment is satisfied, the lender shall assume Client's rights and obligations under the Proposal/Agreement. If SEI's Services are affected or delayed by Client's default or the assignment of the Proposal/Agreement to the lender, SEI's fees for the remaining Services of the Project and the time schedules for performance of the remaining Services of the Project shall be equitably adjusted.

24. CONSEQUENTIAL DAMAGES WAIVER. SEI and Client mutually waive as to one another and as to the present and current officers, directors, partners, members, employees, agents and consultants of one another, any and all consequential damages for claims, disputes or other matters in question arising out of or relating to the Proposal/Agreement or the performance or non-performance of the Services. This mutual waiver is applicable, without limitation, to all consequential damages due to either Parties' termination of the Proposal/Agreement or suspension of the Services.

25. DISPUTE RESOLUTION. All claims, counterclaims, disputes and other matters in question between Client and SEI arising out of or relating to the Proposal/Agreement or these incorporated Terms and Conditions, or the breach of the Proposal/Agreement or these incorporated Terms and Conditions, or the Services performed pursuant thereto, shall be decided in such dispute resolution proceedings as Client and SEI shall mutually agree upon in writing after the dispute arises or, in the absence of mutual agreement, in a court of competent jurisdiction within the State in which the Project is located.

CHANGES AND/OR ADDITIONAL SERVICES. The Client reserves the right, at its sole discretion, to change and or increase the scope of consulting services including award of additional phases of consulting services to SEI without conducting additional procurement procedures. Such changes shall include negotiated scope, time and compensation and shall be binding on SEI and Client when mutually agreed upon in writing by SEI and Client.



Phoenix Metro Office

2045 S. Vineyard, Suite 101, Mesa, Arizona 85210 | 480.768.8600

July 7, 2022

Matt Rencher
Interim Public Works Director/City Engineer
City of Eloy
1137 W. Houser Road
Eloy, AZ 85131
Phone: 520-464-3168
Email: mrencher@EloyAZ.gov

Subject: Amendment 01 - ADEQ APP Assistance & Soil Sampling/Analysis
WWTP Belt Press Addition & APP Permitting
SEI Project #S08579

Dear Mr. Rencher,

Sunrise Engineering, Inc. (SEI) is providing this contract amendment for additional services to the project. SEI agrees, upon receipt of your acceptance to this agreement, to perform the following identified services in accordance with the terms and conditions contained in the contract dated January 13, 2022.

Amendment Background

At the time of original contract defined above, the extent of work that would be required to accomplish the clean closure of the existing effluent and sludge ponds at the WWTP was not defined. Following several meetings with ADEQ their requirements are now known. The additional services defined below were not included when the original scope of services was written. The following scope of services are being added/amended to the contract:

Phase 0005 – Allowances

Task 002 Owner Allowance for Additional Services/Unforeseen Conditions: This task included assisting the City with clean closure of the existing effluent and sludge ponds at the WWTP. This task was originally set up as a time and material task to assist the City on an as needed basis. Based on the services (review of background information, conference calls, sampling plan, schedules and coordination) already provided for this task to date, the original budget for this task is nearly expended. This amendment requests an additional funds be added to the budget of Task 002.

Task 003 Soil & Sediment Sampling & Analysis: This is a completely new task for the contract. ADEQ has required that the City perform soil sampling and analysis within the existing effluent and sludge ponds to accomplish the clean closure. A subconsultant, Terracon, is proposed to accomplish these required services. The detailed scope work for Terracon is outlined in Exhibit A. This amendment requests the addition of Task 003 to accomplish these services.

Fees

SEI agrees to perform the above listed services as summarized in the attached Cost Summary shown in Exhibit B. Any work outside the scope of work will be performed on a time and materials basis at the rates and fees shown in Exhibit C or through a contract amendment.

Please execute the amendment below and return it to our office. If you have any questions regarding this proposal, please contact our office at (480) 768-8600. We look forward to continued work with you on this project.

Sincerely,
SUNRISE ENGINEERING, INC.



Geoffrey S. Child, P.E.
Principal/Engineering Manager

Accepted and Agreed:
City of Eloy

By: _____
Signature

Printed Name

Title: _____
Print Title

Date: _____



June 21, 2022

Justin Van de Graaff, PE
 Sunrise Engineering
 2045 S. Vineyard, Suite 101
 Mesa, AZ 85210
 Telephone: (602) 510-4469
 E-mail: mdeblasi@mdb-law.com

Re: Closed Pond and Lagoon Limited Assessment
 City of Eloy Wastewater Treatment Pond and Lagoon
 Terracon Proposal No. P65227454

Dear Mr. Van de Graaff:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Sunrise Engineering (client) to conduct limited soil and sediment sampling and analyses services at the above-referenced site.

Scope of Services (see Section 2.0 of attached Proposal Detail)	Soil and sediment collection and analysis for 13 Priority Pollutant Metals; barium; nitrite, nitrate, and nitrite/ nitrate as nitrogen; data verification; and summary report preparation.
Schedule (see Section 3.0 of attached Proposal Detail)	Delivery of final documents within 10 weeks of Notice to Proceed
Compensation (see Section 3.0 of attached Proposal Detail)	Time and materials with an estimated fee of \$36,051 .

We have attached an **Agreement for Services** that is incorporated into this proposal and that must be signed to authorize us to do this work. Refer to the attached proposal detail for assumptions and limitations. This proposal is valid for 60 days.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If this proposal meets with your approval, please sign the attached **Agreement for Services** and return a copy to our Phoenix office. Project initiation may be expedited by emailing a signed copy to the undersigned.

Terracon Consultants, Inc. 4685 S Ash Ave, Ste H-4 Tempe, AZ 85282-6767
 P 480-897-8200 F 480-897-1133 terracon.com

Environmental



Facilities



Geotechnical



Materials

EXHIBIT A - Continued

CLOSED POND AND LAGOON LIMITED ASSESSMENT

Eloy Wastewater Treatment Plant ■ Eloy, AZ

June 17, 2022 ■ Terracon Proposal No. P65227454



Should have any questions or comments regarding this proposal, please contact Tod Whitwer
(602) 370-4646 or tod.whitwer@terracon.com.

Sincerely,

Terracon

A handwritten signature in blue ink, appearing to read "Tod Whitwer". The signature is fluid and cursive.

Tod Whitwer, PE
Manager Regional Services

Rex Heppe, CEM
Authorized Project Reviewer

Attachments: Proposal Detail
Agreement for Services

CLOSED POND AND LAGOON LIMITED ASSESSMENT

Eloy Wastewater Treatment Plant ■ Eloy, AZ
June 17, 2022 ■ Terracon Proposal No. P65227454



1.0 PROJECT INFORMATION

The City of Eloy (City) has an unlined effluent storage pond (pond) and a lined sludge storage lagoon (lagoon) located at the City's Wastewater Treatment Facility (WWTF) whose operations are permitted under the State of Arizona Aquifer Protection Permit (APP) No. 101689 under Arizona Department of Environmental Quality (ADEQ) authority. The WWTF is located in Eloy, County, Arizona. The pond and lagoon are no longer operational and the City is submitting a closure application to ADEQ to amend the APP.

Terracon was provided a draft Sampling Plan that was prepared by Sunrise Engineering (Sunrise) and Winstead Consulting LLC, (Winstead Consulting) which, when finalized and approved by ADEQ, will be used to guide the site assessment activities necessary to close the pond and lagoon for APP amendment.

2.0 SCOPE OF SERVICES

Terracon has reviewed the closure application and has identified the following four activities to be conducted:

1. Sampling Plan Review and Comments
2. Field Activities Preparation and Planning
3. Field Work and Sample Analysis
4. Summary Report Preparation

2.1 Sampling Plan Review and Comment – Task 1

Terracon will review the draft Sampling Plan and provide comments with respect to sample locations, sampling methodology, analytical parameters, and quality control samples. We assume that written comments will be submitted to Sunrise and Winstead Consulting, who will incorporate comments into the final Sampling Plan, as appropriate, and obtain approval for the Work Plan from ADEQ.

2.2 Field Activities Preparation and Planning – Task 2

Terracon will prepare for site sampling activities by completing the following tasks described in the draft Sampling Plan:

- Prepare Health and Safety Plan (HASP)
- Subcontract with qualified driller and schedule drilling activities
- Subcontract with qualified analytical laboratory and obtain sampling supplies

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1



CLOSED POND AND LAGOON LIMITED ASSESSMENT

Eloy Wastewater Treatment Plant ■ Eloy, AZ

June 17, 2022 ■ Terracon Proposal No. P65227454

- Review site drawings and plans to identify subsurface utilities and other features at selected locations
- Subcontract with private utility locator
- Contact Arizona 811 to locate public utilities
- Select appropriate field team to be onsite during drilling activities for oversight and to collect samples for analysis.

2.2 Field Work and Sample Analysis – Task 3

Terracon will mobilize to the site, review public utility markings, field-verify soil boring locations, and coordinate with the private utility locator to identify private utilities. The private utility survey will be conducted in a 20-foot radius of selected soil boring locations. The tentative soil sampling locations include:

- Pond: Eight soil borings – one soil boring at each corner of L-shaped unit (six soil borings total), one soil sample at center, and one soil sample at discharge inlet
- Lagoon: Six soil borings – one soil boring at each of corner of rectangular-shaped unit (four soil borings total), one soil sample at the center, and one soil sample at the discharge inlet

Five soil samples will be collected at the following intervals in each soil boring:

- 0-6 inches below ground surface (bgs)
- 1-2 feet bgs
- 3-4 feet bgs
- 5-6 feet bgs
- 7-8 feet bgs

One duplicate soil sample will be collected for every 20 primary soil samples collected. Based on collection of 70 soil samples (five borings each from 14 boring locations), we assume four duplicate soil samples will be collected.

In addition to the soil samples, one composite sediment sample will be collected from the pond and one composite sample will be collected from the lagoon. In each unit, four sediment grab samples will be collected at an interval of 0-6 inches bgs and composited into a single sample. Two primary sediment samples and one duplicate sediment sample will be collected.

Terracon will use a direct push rig to collect soil samples at the required intervals. If underground utilities or other subsurface features are encountered, Terracon will abandon the boring and select a nearby location about 5 feet from the original soil boring location and within the area cleared by the private utility locator. Upon retrieval of the soil core, soil will be removed from the appropriate soil sample interval, and placed in two 4-ounce glass jars. A sample label, with a unique sample number

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2

CLOSED POND AND LAGOON LIMITED ASSESSMENT

Eloy Wastewater Treatment Plant ■ Eloy, AZ
June 17, 2022 ■ Terracon Proposal No. P65227454



for each soil sample, will be affixed to the jars and the soil samples will be placed in a cooler containing wet ice to maintain the soil sample temperature at 4 degrees Celsius. Chain-of-custody documentation will be completed and the soil samples and chain-of-custody documentation will remain under control of Terracon's sampling personnel.

The soil samples (primary and duplicate) will be submitted to Pace Analytical (Pace) which is certified by the Arizona Department of Health Services (ADHS) to conduct the required analyses. Soil samples will be submitted to Pace and analyzed with standard turnaround time for the following analytes:

- Thirteen Priority Pollutant Metals (PPMs) plus barium using United States Environmental Protection Agency (EPA) Methods 6010D and EPA Method 7471B
- Nitrite, nitrate, and combined nitrite/nitrate (as N) using EPA Method 9056A

Pace will be directed to analyze the uppermost soil sample interval (0-6 inches bgs) first and provide analytical results to Terracon. If all analyzed constituents are present in soil samples at concentrations less than applicable limits, Terracon will instruct Pace to discontinue analysis of additional soil samples collected from that soil boring; otherwise, the soil sample from the next deepest soil sample interval will be analyzed. This process will continue until a soil sample from each soil boring does not contain constituents in concentrations greater than the applicable limits.

2.3 Summary Report Preparation – Task 4

Terracon will review analytical reports and conduct data verification of the soil analytical results to verify the data is acceptable for its intended use. A report summarizing the soil sampling activities, analytical data review, and data verification will be prepared and submitted to Sunrise and Winstead Consulting. We assume we will not assist with preparing additional documentation for submittal to ADEQ and will not provide conclusions or recommendations associated with the assessment.

3.0 SCHEDULE AND FEE

We will complete the scope of services described in this proposal with the milestones shown in the table below which is based on Terracon's receipt of written Notice to Proceed (NTP). Please note that this schedule may fluctuate due to driller availability, Sample Plan completion, and site access. Terracon will contact the client if schedule delays are anticipated or encountered.

Milestone	Weeks After NTP
Sampling Plan Review and Comment	2
Planning and Preparation	5
Field Work	7
Final written report (assumes 7 days for client review)	12

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EXHIBIT A – Continued

CLOSED POND AND LAGOON LIMITED ASSESSMENT

Eloy Wastewater Treatment Plant ■ Eloy, AZ
June 17, 2022 ■ Terracon Proposal No. P65227454



The Scope of Services outlined in this proposal will be conducted on a time and materials basis for an estimated fee of **\$36,051**, as summarized in the table below. If, as a result of these services, additional services are required that are outside the scope of this proposal, you will be contacted to discuss associated costs. Client authorization will be obtained prior to commencing additional services outside the scope of this proposal.

COST CATEGORY	Task 1 Sampling Plan Review and Comment	Task 2 Planning and Preparation	Task 3 Field Work	Task 4 Summary Report Preparation	Total
Labor	\$585	\$1,955	\$3,920	\$2,745	\$9,205
Analytical Laboratory	---	---	\$19,658	---	\$19,658
Driller	---	---	\$6,440	---	\$6,440
Equipment and Supplies	---	---	\$748	---	\$748
TOTAL	\$585	\$1,955	\$30,766	\$2,745	\$36,051

4.0 CONDITIONS

The scope of services and estimated fee were based on the assumptions and limitations noted below:

- Cost assumes all samples will be analyzed for all listed constituents. **Terracon will bill client only for actual analyses conducted.**
- Verification of analytical data only will be performed (i.e., no data validation will be performed).
- Terracon will attend one meeting in-person or teleconference with Sunrise and/or Winstead Consulting.
- One round of draft review of Sampling Plan.
- Two field staff for field activities. No RG or PE will be on-site during sampling activities.
- Client will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- Client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- Field services will be performed in Level D personal protective equipment (PPE). Client will be responsible for additional costs should an upgrade to PPE be required due to conditions encountered at site.
- Public utilities will be located using applicable state, regional, and/or local utility locate services or one-call centers. Location of utilities on private land that are not located by these public services will be the responsibility of the client and/or property owner/operator.
- Services can be performed Monday through Friday, 7:00 am to 7:00 pm.
- Traffic control services are not required.
- The site is readily accessible by truck.

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CLOSED POND AND LAGOON LIMITED ASSESSMENT

Eloy Wastewater Treatment Plant ■ Eloy, AZ
June 17, 2022 ■ Terracon Proposal No. P65227454



If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change.

Site Access and Safety

Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time. Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Limitations

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the services of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. These regulatory compliance services will be performed in accordance with the scope of services agreed with you, our client, as set forth in this proposal.

Certain indicators of subsurface impacts may be inaccessible, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, petroleum products, or other latent conditions beyond those identified during this project. Subsurface conditions are subject to spatial and temporal variability. Our findings, conclusions, and recommendations will be based solely upon data obtained at the time and within the scope of these services.

Reliance

The analytical data summary report will be prepared for the exclusive use and reliance of Sunset Engineering, Winstead Consulting, and the City of Eloy (client). Reliance by any other party is prohibited without the written authorization of the client and Terracon. Reliance on the analytical summary report by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the

EXHIBIT A – Continued

CLOSED POND AND LAGOON LIMITED ASSESSMENT

Eloy Wastewater Treatment Plant ■ Eloy, AZ

June 17, 2022 ■ Terracon Proposal No. P65227454



Reliance Agreement, and the analytical summary report. The defined contractual limitation of liability is the aggregate limit of Terracon's liability to the client and all relying parties.

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EXHIBIT B

Cost Summary						
Phase	Task	Work Task Description	Original Contract Amounts	Amendment 01 Additions	Revised Contract Amounts	*Fee Type
0005		ALLOWANCES				Lump Sum
	002	Owner Allowance for Additional Services/Unforeseen Conditions	\$ 6,500.00	\$ 5,000.00	\$ 11,500.00	T&M
	003	Soil & Sediment Sampling & Analysis (NEW TASK)	\$ -	\$ 39,700.00	\$ 39,700.00	Lump Sum
		Subtotal	\$ 6,500.00	\$ 44,700.00	\$ 51,200.00	
		Amendment 01 - Total		\$44,700.00		
*Lump Sum = Fixed Fee; T&M = Time & Materials; NTE = Not to Exceed						
**Budgeted T&M (Time and Materials) is a budgeted amount that will not be exceeded without Client approval and does not guarantee the tasks will be completed within this amount.						

SUNRISE ENGINEERING, INC.

Arizona Offices
2022 Fee Schedule

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>	<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>
101	Engineer (E.I.T.) I	\$115 <i>per hour</i>	051	Administrative I	\$45 <i>per hour</i>
102	Engineer (E.I.T.) II	\$125	052	Administrative II	\$55
XXX	Engineer (E.I.T.) III	\$135	053	Administrative III	\$65
103	Engineer III	\$160			
104	Engineer IV	\$175	921	Survey Tech I	\$79
105	Engineer V	\$195	922	Survey Tech II	\$99
110	Principal Engineer	\$225	930	Survey CAD Tech	\$109
711	Project Manager I	\$150	935	Survey Crew Chief	\$129
712	Project Manager II	\$175	940	Survey Manager	\$139
301	Engineering Tech I	\$89	945	Registered Surveyor	\$169
302	Engineering Tech II	\$109	950	Principal Surveyor	\$189
303	Engineering Tech III	\$129	351	Construction Manager I	\$125
304	Engineering Tech IV	\$139	352	Construction Manager II	\$145
401	CAD Technician I	\$85	353	Sr. Construction Manager	\$165
402	CAD Technician II	\$95	901	Field Technician I	\$69
403	CAD Technician III	\$105	902	Field Technician II	\$79
404	CAD Technician IV	\$115	903	Field Technician III	\$89
510	Civil Plan Reviewer	\$145	MILE	Mileage	\$0.59 <i>per mile</i>

Subconsultants and other direct expenses as incurred plus 10% handling fee

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.C.**

Date: **8/8/2022**

Date submitted:
07/19/2022

Action: Formal

Subject: Consider Approval to Accept the Proposal from Phoenix Process Equipment Company in the Amount of \$367,600.00 for the Purchase of Sludge Dewatering Equipment for the Wastewater Treatment Plant; and Authorizing the Mayor to Sign the Necessary Contract Documents

Date requested:
8/8/2022

TO: Mayor and City Council

FROM: Matt Rencher, Public Works Operation Manager

RECOMMENDATION:

Staff recommends that Council accept the proposal from Phoenix Process Equipment Company in the amount of \$367,600.00 for the purchase of sludge dewatering equipment for the wastewater treatment plant and authorize the Mayor to sign the necessary contract agreements

DISCUSSION:

The City of Eloy Wastewater Treatment Facility currently uses geo tubes (sludge bags) to dispose of the treated sludge from the wastewater treatment facility. In the Capital Improvement Plan for Fiscal Year 2022-2023 that was approved by Council, the Public Works Department has proposed the purchase and installation of a belt press to replace the sludge bags. Mechanical dewatering equipment such as belt presses, screw presses, and centrifuges are more efficient methods of dewatering the treated sludge.

In February 2022 Council approved the Contract for Sunrise Engineering, Incorporated to assist the City with the preparation of the Bid Documents and to advertise the Request For Proposals for sludge dewatering equipment. Furthermore, the dewatering equipment was included in the Capital Improvement Plan for the 2022-2023 fiscal year. Bids were solicited for the dewatering equipment through a Request for Proposals that closed on July 15, 2022. A total of 6 bids were received: two for a screw press; three for a belt press; and one for a volute press, which is similar to a screw press. The bids received were as follows:

COMPANY	EQUIPMENT TYPE	BID RESPONSE
Andritz Separation Technologies	Andritz C10050 Screw Press	\$408,851.00

Andritz Separation Technologies	Andritz 1.5M SMX-58 Belt Filter Press	\$392,027.00
Phoenix Process Equipment Company	Phoenix Model WX-1.7818W Belt Filter Press	\$367,600.00
Huber Technology Wastewater Systems	Huber Q-Press 800.2 Screw Press	\$378,499.50
Komline-Sanderson	K-S Kompress® Belt Filter Press model G-GRSL-1 Series 111	\$361,010.00
PWTech	PWTech Volute Dewatering Press Model ES-354 Press	\$472,500.00

The Komline-Sanderson proposal was the lowest cost for the press. However, they did not include the cost of installing an incline on the press to elevate the machinery to accommodate a truck or garbage disposal container. The incline is estimated at \$58,000 based on other proposals that added a dollar value to elevate the equipment. The proposal from Phoenix Process Equipment did include the incline in the initial response at no additional charge.

Public Works included a Capital Improvement Project for the Purchase of Sludge Dewatering Equipment in the amount of \$380,000 for the 2022-2023 fiscal year. Bids were reviewed by the City of Eloy Public Works Department and by Sunrise Engineering, and both agree that the Proposal submitted by Phoenix Process Equipment Company is the best bid and came in within the approved Capital Improvement Project budget for this particular Capital Improvement Project.

FISCAL IMPACT:

\$367,600 from Budget 49-457-5083

Approved as to Form:



Stephen R. Cooper, City Attorney

CITY OF ELOY, ARIZONA

WASTEWATER TREATMENT PLANT

REQUEST FOR PROPOSALS

**MANUFACTURER / SUPPLIER SELECTION OF
DEWATERING EQUIPMENT**

1137 W Houser Road
Eloy, AZ 85131



May 2022



City of Eloy, Arizona
Dewatering Equipment RFP

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PUBLIC NOTICE

REQUEST FOR PROPOSALS

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PROPOSAL COST SHEET

Sludge Dewatering Proposal Cost Sheet.....	1 of 1
--	--------

CONTRACT DOCUMENTS

Agreement.....	1 of 2
Notice of Award.....	1 of 1
Notice to Proceed.....	1 of 1
Contract Change Order	1 of 1
General Conditions	1 of 4

EQUIPMENT SPECIFICATIONS

Sludge Dewatering Equipment	1 of 5
Appendix A – Belt Press Specification.....	1 of 7
Appendix B – Screw Press Specification.....	1 of 5

PUBLIC NOTICE
ELOY, ARIZONA

CITY OF ELOY
Dewatering Equipment

REQUEST FOR PROPOSALS

The City of Eloy (City) is seeking proposals, with firm prices for key and critical pieces of treatment equipment, from Manufacturers/Suppliers dewatering equipment to be used at their existing wastewater treatment facility. The dewatering process will be designed around the selected equipment and a separate bid will be awarded at a later date for the installation of the selected equipment as well as other ancillary equipment and materials necessary to make a fully operational wastewater dewatering facility. The proposals shall include design assistance for the Engineer as well as installation assistance to the Contractor and start-up and operations training services to the City

The key and critical equipment to be selected at this time includes the following items:

- Sludge Dewatering Screw Press Equipment and Controls.

-OR-

- Sludge Dewatering Belt Press Equipment and Controls.

City will entertain proposals on each “bulleted” piece of equipment listed above. Respondents may propose on one or both equipment and may make multiple submittals for individual pieces of equipment. Submitted proposals of the equipment will be evaluated and scored according to the criteria described in the RFP submittal package.

If your company is interested in submitting a proposal for any of the equipment listed above, information needed to submit a proposal can be obtained from:

Justin Van De Graaff, P.E.	----- Project Manager
Sunrise Engineering, Inc.	----- 2045 S Vineyard, Suite 101
	Mesa AZ 85210
jvandegraaff@sunrise-eng.com	----- (480) 867-6167

The deadline for submitting a proposal is 1:00 p.m., July 1, 2022. Responses to this invitation must be submitted to Eloy City Clerk’s Office located at 595 N. C Street, Suite 104 Eloy, AZ 85131 by the deadline listed above. This proposal/equipment selection process is intended to give the City the opportunity to select the equipment they feel will best serve their wastewater dewatering needs. The City at their sole option may waive any informalities or minor defects or reject any and /or all proposals.

CITY OF ELOY
Dewatering Equipment

REQUEST FOR PROPOSALS

I. SUMMARY OF RFP

1. Project Sponsor: City of Eloy
Contact: Keith Brown, Public Works Director/ City Engineer
Address: 1137 W. Houser Road, Eloy, Az 85131
Tel: (480) 464-3163

2. Engineer: Sunrise Engineering, Inc.
Contact: Justin Van De Graaff, P.E., Project Manager
Address: 2045 S Vineyard, Suite 101, Mesa AZ 85210
Tel (office): (480) 867-6167

3. Plant Location: Eloy, Az 85131

4. Requested Services: Supply of wastewater dewatering equipment for an existing 2.0 MGD wastewater treatment facility. The City will accept proposals from both:
 - Sludge Dewatering Belt Press
 - Sludge Dewatering Screw Press

5. Proposal Due Date: July 1, 2022, on or before 1:00 p.m. at the Eloy City Clerk's Office located at 595 N. C Street, Suite 104 Eloy, AZ 85131

6. Schedule:

Proposal Due Date:	7/1/2022
Equipment Selection:	7/29/2022
Notice of Award:	7/30/2022
Manufacturer/Supplier Receives Signed Contract:	8/7/2022
Manufacturer/Supplier Returns Executed Contract:	8/18/2022
Shop Drawing Phase (Submitted within 8 Weeks after receipt of executed contract)	9/12/2022
Notice to Proceed Manufacturing Equipment	
Detail Design Phase (10 Weeks from Submittals):	
Final Design Review and Approval Phase (Approx. 6 Weeks):	
General Contractor Bid Phase (4 Weeks)	
Construction and Equipment Installation Phase	
Equipment Shipped	****
Plant Start-up	

**** As a part of the submittal, please provide the Equipment Ship date based upon a notice to proceed as listed above.

II. BACKGROUND INFORMATION

1. Eloy Arizona is located in Pinal County, Arizona and serves approximately 19,600 residents. The service area is largely residential with few commercial properties.
2. Current Conditions. Eloy currently operates a Biolac BNR wastewater treatment plant. Solids are dewatered currently via geo tubes. Design criteria and water quality parameters are presented the Dewatering Equipment Specification, Section 2.
3. Future Conditions. Eloy will be constructing a dewatering facility to improve the dewatering ability of the treatment plant.
4. Funding. Funding for these improvements will be by the City of Eloy.
5. Need for Professional Services. Eloy has contracted with Sunrise Engineering, Inc. for the preparation of the construction drawings and specifications for this project.
6. Purpose of this RFP. The purpose of this RFP is to obtain pricing information, layout, operation, and maintenance data that will provide the City and the Engineer the information necessary to properly evaluate the equipment and assist in selecting the Manufacturer/Supplier of the requested treatment equipment components that will best serve and support the overall treatment needs of Eloy. The overall design of the facility will be made around the selected equipment.
7. General Contractor. A separate bid will be awarded at a later date to a general contractor for the installation of equipment procured under this RFP plus furnishing and installing all other equipment and materials (not procured under this RFP) which will be necessary to make a fully operational facility.

III. INFORMATION TO PROPOSERS (REFER TO PROJECT SCHEDULE)

1. Proposal Due Date. Proposals will be due July 1, 2022 at the Eloy City Clerk's Office located at 595 N. C Street, Suite 104 Eloy, AZ 85131 by 1:00 p.m.
2. Proposal Submittal. Respondents may propose to furnish equipment on one or multiple processes requested in the RFP. Each proposal for each equipment component shall be enclosed in a separate sealed package, which shall have marked on the outside of the package the equipment component being proposed. Each proposal must be submitted in a sealed envelope or package and plainly marked on the outside of the envelope or package as:

City of Eloy - Sludge Dewatering Equipment Proposal
C/O Sunrise Engineering, Inc.
2045 S Vineyard, Suite 101
Mesa AZ 85210

3. Copies. Three (3) physical copies and one electronic copy of each proposal shall be included in each proposal package submitted.
4. Firm Costs. Costs associated with the proposals must be made on the required Cost Proposal form. Costs for alternatives and itemizations of costs of options that the Proposer desires or deems useful to the OWNER may be submitted on the cost proposal form or provided as attachments with the Proposal. Costs must be firm through plant start-up scheduled in July 2023. In the event unforeseen circumstances delay the Notice to Proceed with fabrication beyond the schedule included, then equitable cost adjustments may be negotiated. At no point should the negotiated cost exceed the consumer price index, as determined by the Bureau of Labor Statistics, and applied from the scheduled to actual dates of the notice to proceed.
5. Withdrawal of Proposals. Any proposal may be withdrawn prior to the scheduled time for the due date. Any proposal received after the due date specified shall not be considered. No proposal may withdraw within 60 days after the due date specified. Should there be reasons why the contract for the equipment cannot be awarded within 60 days; the time may be extended by mutual agreement between the Owner and the Manufacturers/Suppliers.
6. Equipment Selection. Once the proposals are opened, evaluated and scored according to the criteria described and contained herein; one or more Manufacturers/Suppliers will be chosen to furnish and supply the various pieces of equipment requested and specified herein.
7. Notice of Award. Following the selection of the Manufacturers/Suppliers and after support and approval has been obtained from the State of Arizona, Department of Environmental Quality (DEQ) of the selected treatment plant equipment; Notice of Award will be given to the successful proposals.
8. Bonds. A bid bond, performance bond and a payment bond are **not** required.

9. Execution of Agreement by Proposer. Successful Manufacturer/Supplier will be required to execute the Agreement within ten (10) calendar days from the date when the Notice of Award is delivered to the same. In case of failure of the Proposer to execute the Agreement, the Owner may, at its option, consider the Proposer in default.
10. Execution of Agreement by Owner. The Owner upon receipt of the executed Agreements signed by the selected proposers shall sign the Agreement and return an executed duplicate of the Agreement to the Manufacturer/Supplier.
11. Shop Drawing Phase. Within 8 weeks of the Notice of Award, the Manufacturer/Supplier shall assemble P& ID drawings, shop drawings, electrical schematics, and material specifications for submittal. Submittals shall be submitted to and approved by the Engineer. Following submittal receipt, the Engineer will either approve or provide communication as to the reason for non-approval. Submittal approval will be based upon compliance with the Manufacturer's/Supplier's proposal and the specifications contained herein. During the detail design phase, should changes in the scope of work be desired or become apparent, a Change Order will be negotiated and issued for a change in the scope of work.
12. Detail Design Phase. The Manufacturers/Suppliers will assist the Engineer during detail design to work out the details and layout of the various equipment processes. Modifications to Shop Drawings may be required during this phase. Additionally, the Manufacturer/Supplier will review the construction drawings and specifications pertaining to their equipment in order to better ensure the proper installation and operation of their equipment.
13. Final Design Review and Approval Phase. Once the plans and specifications have been completed, they will be submitted to the State of Arizona, Department of Environmental Quality (DEQ) for their final review and approval of the equipment, equipment layout and general construction prior to bidding construction of the treatment plant. Any revision required by DEQ that affect Key process Equipment shall be made by Manufacturer/Supplier.
14. Notice to Proceed Phase. Following the General Contractor Bid Phase, a Notice to Proceed with the manufacture and delivery of the equipment will be issued to the Manufactures/Suppliers and a Notice to Proceed will be issued to the General Contractor.
15. Bid by General Contractor for Construction and Equipment Installation. The Manufacturer/Supplier will be required to store all the equipment to be supplied until the installation Contractor requests shipment. The Manufacturer/Supplier shall coordinate all deliveries of the equipment components with the installation Contractor.

IV. GENERAL REQUIREMENTS TO PREPARE PROPOSALS

1. Basic Requirements. Responses to this request and contracting for purchase of selected equipment must be made in compliance with the requirements and conditions contained herein. No Bid Bond is required for this proposal. Only proposals giving firm quotations and properly signed will be accepted.
2. Selection by Advantage. Through the process outlined herein, the Owner will select the critical and key equipment identified for the wastewater treatment plant in the RFP. Information in proposals received will be evaluated and scored as outlined in the technical specification for each process. Selection will not be based on price only but other important factors for each process will also be considered in selection.
3. Manufacturer/Supplier Recommendations. It is intended, and technical specifications have been written, to allow proposers latitude to submit a broad variety of equipment for each process. Recommended components, features and style of equipment will be evaluated in the selection by advantage process.
4. Familiar with RFP. The Manufacturer/Supplier will be responsible for reading and being thoroughly familiar with the Contract Documents and the Scope of Work described in this Request for Proposals. Failure or omission to do any of the foregoing shall in no way relieve the Manufacturer/Supplier for any obligation in respect to their Proposal.
5. Complete Proposals. All items required to complete a properly operating treatment process shall be provided, whether specifically called out or not, unless identified in the proposal to be supplied by others. Cost itemization for each item in each proposal is requested.
6. Equipment Quality. All materials and equipment incorporated in the proposal shall be of new manufacture and shall be of the grade and quality required of municipal and industrial (heavy duty) use and as described by these Specifications. All workmanship incorporated in the Work covered by the Contract is to be of the grade and quality described by these Specifications.
7. Open Competition. Where a specific brand or manufacturer's equipment, model, system, specific material, etc. is specified in these Specifications, no intention is made to be exclusive or limit competition, but rather to set forth the minimum standards for quality and performance. All types/methods/classes of equipment with a proven track record of meeting the goals and requirements outlined in the specifications will be considered.
8. Testing and Inspection. In accordance with the Contract Documents and at the option of the Owner or Engineer, materials to be supplied under this contract will be tested and/or inspected either at their place of origin or at the site of the Work. The Manufacturer /Supplier shall give the Engineer written notification well in advance of actual readiness of materials to be tested and/or inspected at the point of origin. Satisfactory tests and

inspections at the point of origin shall not be construed as final acceptance of the material nor shall it preclude re-testing or re-inspection at the site of Work.

9. Flexibility of Equipment. Components of each treatment process should be designed such that treatment shall be possible under a variety of flows, wastewater loadings, water chemistry, temperatures, and treatment conditions.
10. Special Miscellaneous Items. Equipment to be supplied under this contract does not include concrete, concrete reinforcement, external piping connections, etc. However, it should include and itemize all special fittings, anchor bolts, pumps, valves, instruments, cleaning systems, system controls, and key replacement or spare parts that are recommended to be on hand for typical operation, clearance requirements for maintenance and maintenance procedures.
11. Post Proposal Negotiation. The Owner reserves the right to interview and negotiate with respondents as part of the proposed equipment evaluation.
12. Separate Proposals. The Owner will entertain firm proposals to furnish equipment for each process listed in the RFP. Respondents may propose to furnish equipment on one or any combination of the equipment components requested in the RFP. Each proposal for each equipment component shall be enclosed in a separate sealed package, which shall have marked on the outside of the package the equipment component being proposed. Respondents wishing to propose alternate equipment models for the same equipment component may do so on a single fee sheet and indicate their recommended option along with a description of pros and cons for each alternate.
13. Proposal Selection. The Owner retains the right to select proposed process equipment it deems best suited for the Project from any proposal submitted. Therefore, one or more Manufacturer/Suppliers may be chosen to provide the equipment for the requested processes.
14. Minor Defects. The Owner at its sole option reserves the right to waive any informalities or minor defects or reject any and /or all proposals.
15. Freight Costs Included. Equipment shall be provided FOB Destination shipping with freight costs included to the accessible jobsite.
16. State Code Compliance. Equipment shall be designed and built conforming to the State of Arizona – Arizona Administrative Code (AAC), Title 18, Chapter 9.
17. General Experience and Quality. The Manufacturer/Supplier shall have experience that includes design, fabrication, and operation of wastewater treatment facilities of a size and complexity similar to that specified. All equipment shall be new, of the highest quality, industrial grade, and shall conform to applicable industry standards, the National Electric Code and to all Local, State, and Federal laws and regulations.

18. Cooperation with General Contractor. The Manufacturer/Supplier accepts the responsibility to cooperate fully with the general contractor in a fashion as if the Manufacturer/Supplier were a supplier to the general contractor. The intent here is to remove the OWNER as the middleman between the general contractor and the Manufacturer/Supplier. The Manufacturer/Supplier shall provide necessary information and assistance, answer questions, provide complete material lists of equipment to be furnished, support the general contractor's efforts and identify miscellaneous materials that are needed to be furnished by the contractor in order to complete the work.
19. Questions. Proposers may request interpretation of the Request for Proposal prior to the RFP deadline. Requests shall be submitted via email within 5 working days prior to the deadline and directed to:

Justin Van De Graaff, P.E., Project Manager
2045 S Vineyard, Suite 101, Mesa AZ 85210
(480) 867-6167
jvandegraaff@sunrise-eng.com

All telephone calls requesting interpretation of the RFP must be followed up via email.

V. DESIGN CRITERIA

See Dewatering Equipment Specification, section 2.

VI. SPECIAL PROVISIONS

1. SERVICE PROVIDED BY MANUFACTURER/SUPPLIER

In addition to furnishing equipment, the proposals shall include design assistance for the Engineer, installation assistance to the Contractor, start-up and operations training services to the Owner as called for under the specification for each process and furnishing Manuals.

2. DESIGN ASSISTANCE BY MANUFACTURER/SUPPLIER

The Manufacturer/Supplier shall provide the Engineer with sufficient consultation and shop drawings that include dimensions, design information, and design review so that the civil improvements and structures, designed by the Engineer and furnished under separate contract by the Owner and which house the equipment furnished by the Manufacturer/Supplier, operate properly and fit the design needs of the Owner.

Shop drawings shall show the kind, size, arrangements of component materials and devices, and dimensions needed for installation. Shop drawings shall be for the latest version of the specific equipment being purchased. It is understood that plant design may dictate variations to the standard layout on shop drawings. The Manufacturer/Supplier agrees to modify shop drawings and equipment to this extent as required. The content of shop drawings shall include, but not be limited to, the following:

- A. General arrangement drawings.
- B. Layout drawing, with materials lists.
- C. Wiring and control diagrams.
- D. Parts list with pertinent Specifications for components.
- E. Materials Specifications.
- F. Electric motor(s) data.
- G. Painting materials and procedures summary.
- H. Any other information required by technical specifications.
- I. Layout and general sizing requirements of all pertinent tanks, basins and other civil improvements that house the Manufacturer/Supplier equipment and are critical for successful completion of the process.
- J. Layout and general sizing requirements for expansion to 3.0 mgd.

3. EQUIPMENT SHIPPING AND STORAGE

The equipment shall be delivered to the Owner per the schedule requested by the installation Contractor. The Manufacturer/Supplier shall be responsible for coordinating shipment with the installation Contractor.

The Manufacturer/Supplier shall prepare and load all material and articles for shipment in such a manner as to protect it from damage in transit. The equipment shall include and be accompanied with a packing list, and the Manufacturer/Supplier shall be responsible for and make good any and all damage to the equipment until it is delivered to the OWNER and received by the installation contractor for installation. Where necessary, heavy parts shall be mounted on skids or shall be crated suitable for forklift handling, and any articles or materials that might otherwise be lost shall be boxed and plainly marked for identification. The gross weight shall be clearly marked on all boxed or skidded equipment packages exceeding 200 lbs. All parts exceeding 200 pounds gross weight shall be prepared for shipment so that slings for handling by a crane may be readily attached while the parts are on the transport truck. Boxed parts, where it is unsafe to attach slings to the box, shall be packed with slings attached to the part. The slings sent with the box or crate need to be such that access and attachment to the hoisting equipment can be readily made. The installation Contractor will be responsible for unloading, suitably storing and installing equipment delivered by the Manufacturer/Supplier.

4. CONTRACT TIME AND LIQUIDATED DAMAGES

Should the Manufacturer/ Supplier not deliver the submittals or the equipment at the requested time, the Manufacturer/Supplier shall pay to the Owner as liquidated damages the sum of \$500.00 for each calendar day thereafter that the equipment is not delivered as provided in the General Conditions to the Contract.

5. OPERATION AND MAINTENANCE MANUALS

The Manufacturer/Supplier shall provide two (2) physical copies and one (1) electronic copy of a complete operation and maintenance manuals covering all hardware and equipment supplied under the contract. These manuals shall contain clear and concise descriptions of all facets of the equipment operation and maintenance. The manuals shall be submitted 30 days prior to delivery of the equipment.

In preparing the Manual, technical writers shall be skilled communicators capable of presenting the essential information clearly, concisely and completely. Experienced draftsmen and illustrators shall be used to prepare drawings and graphics.

Each O&M Manual shall be carefully organized. Each volume of the manual shall have printed or typed on its cover the following title:

OPERATION & MAINTENANCE INSTRUCTIONS
VOLUME OF
CITY OF ELOY
(DATE)
(SUBJECT MATTER)

The text shall consist of manufacturers printed data or neatly typewritten pages. Flyleaves shall separate major divisions or sections and subsections of the manual by index tabs, each appropriately identified.

When drawings are 8-1/2 inches by 11 inches or 11 inches by 17 inches, they shall be bound into the text, using a reinforced punched binder tab. Full-sized drawings shall be neatly folded and inserted into 8 1/2 inch by 11 inch envelopes bound in the text. All drawings and envelopes shall be properly identified.

Binders shall be substantial, commercial-quality 3-post design with sliding latch retainer for easy insertion or removal of pages. Covers for the binders shall be cleanable plastic.

Operating manuals shall be designed and assembled by the Manufacturer/Supplier specifically for each piece of equipment supplied. These manuals shall include, but not limited to the following:

- A. Name, address, and telephone number of the nearest competent service representative who can furnish parts and technical service.
- B. Descriptive literature, including illustrations, covering the operational features of the equipment, specific for the particular installation, with all inapplicable information omitted or marked out.
- C. Operating, maintenance and trouble shooting information.
- D. Complete maintenance parts list.
- E. Complete connection, interconnecting and assembly diagrams.
- F. Approved Shop Drawings.
- G. Erection Drawings.
- H. Installation Instructions.
- I. Cut sheets for all equipment items purchased from sub-vendor.
- J. A list of recommended spare parts specifically denoting wear items, long delivery items, and all items convenient for stocking as optional replacement items.
- K. Daily operation and maintenance practices;
- L. Chemical cleaning procedures;
- M. How to change system set-points on control systems;
- N. Do's and don'ts of system operation;
- O. Instructions for bringing components on and off line;
- P. Detailed instructions for start-up, operation, calibration, repair, service, and/or replacement. Preventative maintenance schedules and service instructions for each component;
- Q. Complete and extensive description of how the system and controller works
- R. Safety practices when maintaining equipment and how to safely handle and store required chemicals and spare parts.

7. ELECTRICAL REQUIREMENTS

Proposers shall include all electrical components necessary for the operation of the equipment. All work shall be in accordance with current codes and regulations.

Electrical panels shall be furnished and equipped to support the manual operation (on-off-auto) of the equipment as well as plant automation from a SCADA control system. The manual and automated operation of the controls and the configuration of buttons, lights, alarms and switches on the control panel face shall be completely described.

The selected Manufacturer/Suppliers shall furnish during the detail design and shop drawing phase all electrical drawings and material lists completely describing the wiring and materials used in the control and monitoring panels. Include also a list of all relays and their specific function, identified with the line and page numbers where their contact pairs will be found in the ladder diagrams. Include electrical equipment cut or catalog sheets/literature identifying the specific electrical/control equipment provided.

8. PLANT AUTOMATION AND CONTROL SYSTEM

The treatment plant and proposed equipment shall be simple to operate and maintain. The City has an existing SCADA system that this proposed equipment will need to be compatible with.

SLUDGE DEWATERING PROPOSAL COST SHEET

City of Eloy

SLUDGE DEWATERING SYSTEM EQUIPMENT

Proposal of (company name) _____ (hereinafter called "PROPOSER"), organized and existing under the laws of the State of _____, doing business as _____. To City of Eloy (hereinafter called "OWNER").

In compliance with the Request for Proposals, PROPOSER hereby proposes to perform all WORK for the manufacture and fabrication of Sludge Dewatering System Equipment and/or Ancillary Equipment in strict accordance with the Contract Documents and the attached PROPOSAL, within the time set forth therein, and at the prices stated below.

By submission of this PROPOSAL, each PROPOSER certifies that their PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL with any other PROPOSER or with any competitor.

The undersigned PROPOSER, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described for the following lump sum amounts.

No.	Category of Costs	Amount (Include Shipping & Tax)
	Sludge Dewatering System and Controls Model Name/#: _____	

Respectfully Submitted:

Signature: _____

Proposer: _____

Date: _____

If several or alternative components are proposed, please provide their itemized costs (use additional sheets/attachments if necessary):

No.	Alternative Equipment	Amount (Include Shipping & Tax)
1.		
2.		
3.		
4.		
5.		
6.		
7.		

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between

_____ City of Eloy _____, hereinafter called "OWNER" and

_____, doing business
(MANUFACTURER/SUPPLIER's Name)

as a _____ hereinafter called "MANUFACTURER/SUPPLIER".
(Insert Corporation, Partnership, or Individual as appropriate)

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The MANUFACTURER/SUPPLIER will commence and complete the manufacture of the system equipment for the

CITY OF ELOY SLUDGE DEWATERING EQUIPMENT

2. The MANUFACTURER/SUPPLIER will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the manufacture and delivery of the System Equipment as described herein.
3. The MANUFACTURER/SUPPLIER will commence the manufacturing and supply work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same in accordance with the schedule in the RFP, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The MANUFACTURER/SUPPLIER further agrees to pay as liquidated damages, the sum of \$500.00 for each calendar day thereafter as provided in Section 7 of the General Conditions.
4. The MANUFACTURER/SUPPLIER agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown otherwise in the PROPOSAL.
5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) REQUEST FOR PROPOSALS
- (B) EQUIPMENT SPECIFICATIONS
- (C) PROPOSAL COST SHEET
- (D) AGREEMENT
- (E) NOTICE OF AWARD
- (F) NOTICE TO PROCEED
- (G) CHANGE ORDER
- (H) GENERAL CONDITIONS
- (I) REVISION

No. _____ No. _____
No. _____ No. _____

6. The OWNER will pay to the MANUFACTURER/SUPPLIER in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 5 copies, each of which shall be deemed an original on the date first above written.

OWNER: CITY OF ELOY

BY: _____

NAME: _____

TITLE: _____

(SEAL)

ATTEST _____

BY _____

TITLE _____

MANUFACTURER/SUPPLIER:

BY: _____

NAME: _____

ADDRESS: _____

(SEAL)

ATTEST _____

BY _____

TITLE _____

NOTICE OF AWARD

TO: _____
(Insert Bidder's Name and Address)

CONTRACT FOR: CITY OF ELOY
SLUDGE DEWATERING EQUIPMENT

The OWNER has considered the PROPOSAL dated _____, 20____, submitted by you for the above described WORK in response to its Request for Proposals.

You are hereby notified that your PROPOSAL has been accepted for items in the amount of: \$_____.

You are required by the Information for Bidders to execute the Agreement.

If you fail to execute said Agreement, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

OWNER: CITY OF ELOY
(Name of Owner)

BY: _____
(Signature)

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
(Name of MANUFACTURER/SUPPLIER)

this _____ day of _____, 20____.

By: _____
(Signature)

Title: _____

CONTRACT CHANGE ORDER	Order No.:		
	Date:		
	State:		
Contract for:	County:		
Owner:			
To Manufacturer/Supplier:			
You are hereby requested to comply with the following changes from the contract plans and specifications			
Description of Changes (Supplemental Plans and Specifications Attached)	Decrease In Contract Price	Increase In Contract Price	
	\$	\$	
TOTALS	\$		
NET CHANGE IN CONTRACT PRICE	\$		
JUSTIFICATION:			
This Contract Change Order was initiated by the (Engineer) (Owner) (Manufacturer/Supplier) Documentation of Negotiations (is)(is not) attached. The amount of the Contract will be (Decreased)(Increased) by the sum of: Dollars \$			
The Contract total including this and previous change orders will be: Dollars \$			
The Contract period provided for completion will be Increased Decreased Days			
New Contract Completion Date			
Previous Contract Amount			

This document will become a supplement to the contract and all provisions will apply hereto.

Requested (OWNER)_____	Date_____
Requested (OWNER)_____	Date_____
Recommended (ENGINEER)_____	Date_____
Accepted (MANUFACTURER/SUPPLIER)_____	Date_____

GENERAL CONDITIONS TO THE AGREEMENT

- | | |
|---|-------------------------------------|
| 1. Definitions | 8. Correction of Work |
| 2. Schedules, Reports and Records | 9. Payment to RESPONDENT |
| 3. Shop Drawings | 10. Indemnification |
| 4. Patents | 11. Guarantee |
| 5. Changes in the Work | 12. Arbitration by Mutual Agreement |
| 6. Changes in Contract Price and Time | 13. Taxes |
| 7. Time for Completion and Liquidated Damages | |

1. DEFINITIONS

1.1 PROPOSAL The offer or proposal of the PROPOSER submitted on the prescribed form setting forth the prices and technical merits of the WORK to be performed.

1.2 RESPONDENT OR PROPOSER Any person, firm, or corporation submitting a PROPOSAL for the WORK.

1.3 CHANGE ORDER A written order to the RESPONDENT authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, and/or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.4 CONTRACT DOCUMENTS The contract, including REQUEST FOR PROPOSALS, Agreement, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER and SPECIFICATIONS.

1.5 CONTRACT PRICE The total monies payable to the RESPONDENT under the terms and conditions of the CONTRACT DOCUMENTS.

1.6 CONTRACT TIME The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.7 RESPONDENT The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.8 ENGINEER The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.9 NOTICE OF AWARD The written notice of the acceptance of the PROPOSAL from the OWNER to the successful PROPOSER.

1.10 NOTICE TO PROCEED Written communication issued by the OWNER to the RESPONDENT authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.

1.11 OWNER A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.

1.12 PROJECT The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.13 SHOP DRAWINGS All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the RESPONDENT which illustrate how specific portions of the WORK shall be fabricated or installed.

1.14 SPECIFICATIONS A part of the CONTRACT DOCUMENTS consisting of the approved proposal including written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

1.15 WORK All labor necessary to produce the construction required of all materials and equipment furnished by the RESPONDENT.

2. SCHEDULES, REPORTS AND RECORDS

2.1 The RESPONDENT shall submit to the OWNER such schedule of quantities and costs, progress schedules for the WORK to be performed.

3. SHOP DRAWINGS

3.1 The RESPONDENT shall provide SHOP DRAWINGS as may be necessary for the design of the WORK. The ENGINEER shall promptly review all SHOP DRAWINGS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

4. PATENTS

4.1 The RESPONDENT shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent rights and save the OWNER and the ENGINEER harmless from loss on account thereof for equipment and processes furnished by the RESPONDENT.

5. CHANGES IN THE WORK

5.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, a CHANGE ORDER shall authorize an equitable adjustment.

5.2 The OWNER reserves the right at any time during the progress of the WORK to make necessary alterations of deviations from, additions to, or deletions from the AGREEMENT. Performance of extra work not covered by the REQUEST FOR PROPOSAL or included in the PROPOSAL, but forming a part of the work contracted for, may be required. The MANUFACTURER/SUPPLIER shall not proceed with any such change or extra work without a written CHANGE ORDER approved by the OWNER and the ENGINEER. Such changes or extra work shall in no way injuriously affect or invalidate the AGREEMENT, but the difference shall be added to or deducted from the amount of the AGREEMENT.

6. CHANGES IN CONTRACT PRICE AND TIME

6.1 The CONTRACT PRICE and/or TIME may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by using unit prices previously approved or an agreed lump sum. Any claim for increase or decrease in the CONTRACT PRICE or TIME shall be initiated by the RESPONDENT. The claim must describe specific changes and the justification or documentation supporting the claim for the changes. Acceptance of the request by the OWNER is required for the CHANGE ORDER to be executed.

7. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

7.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

7.2 The RESPONDENT will proceed with the WORK at such rate of progress to insure full completion and delivery within the CONTRACT TIME. It is expressly understood and agreed, by and between the RESPONDENT and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

7.3 If the RESPONDENT shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the RESPONDENT will pay to the OWNER the amount for liquidated damages as specified in the PROPOSAL for each calendar day that the RESPONDENT shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

7.4 The RESPONDENT shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the RESPONDENT has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

7.4.1 To any preference, priority or allocation order duly issued by the OWNER.

7.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the RESPONDENT, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another RESPONDENT in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

7.4.3 To any delays of SUBRESPONDENTS occasioned by any of the causes specified in paragraphs 7.4.1 and 7.4.2 of this article.

8. CORRECTION OF WORK

8.1 The RESPONDENT shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS or approved PROPOSAL, whether incorporated in the construction or not, and the RESPONDENT shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other RESPONDENTS destroyed or damaged by such removal or replacement.

9. PAYMENT TO RESPONDENT

9.1 The OWNER shall make payment of the total amount of the AGREEMENT based upon the following terms:

15%	30 days following approval of satisfactory submittals
70%	30 days following satisfactory delivery to the job site of the equipment
15%	30 days following installation and start-up of the equipment and providing required installation supervision and operator training.

9.2 The RESPONDENT will submit to the ENGINEER an invoice filled out and signed by the RESPONDENT covering the WORK performed. The ENGINEER will, within ten (10) days after receipt of each invoice, either indicate approval of payment, and present the invoice to the OWNER, or return the invoice to the RESPONDENT indicating in writing the reasons for refusing to approve payment. In the latter case, the RESPONDENT may make the necessary corrections and resubmit the invoice. The OWNER will, within ten (10) days of presentation of an approved invoice, pay the RESPONDENT based on the approved invoice.

9.3 The RESPONDENT will indemnify and save the OWNER and the ENGINEER harmless from all claims growing out of the lawful demand of suppliers to the RESPONDENT, laborers, workmen, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK.

9.4 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the RESPONDENT, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the RESPONDENT.

10. INDEMNIFICATION

10.1 The RESPONDENT will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the RESPONDENT or anyone directly or indirectly employed by them.

11. GUARANTEE

11.1 The RESPONDENT shall guarantee all equipment furnished under this AGREEMENT for a **minimum** period of 24 months from the date whereon the equipment is placed into operation and accepted or 36 months from the date of delivery, whichever comes sooner. Warranties and guarantees provided by the Manufacturers of the various components of the system will be accepted in lieu of the responsibility of the Suppliers. The RESPONDENT shall be solely responsible for the guarantee for the process equipment they supply and all its components. In the event any component fails to perform during the guarantee period, the RESPONDENT of the process equipment shall provide a replacement without cost or obligation to the Owner. Additional terms of the Guarantee are required if stipulated in specific equipment specifications.

12. ARBITRATION BY MUTUAL AGREEMENT

12.1 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

12.2 Notice of the request for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

12.3 The RESPONDENT will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

13. TAXES

13.1 The RESPONDENT will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

SLUDGE DEWATERING EQUIPMENT

SLUDGE DEWATERING EQUIPMENT

APPENDIX A – Belt Press Specification

Appendix A – Belt Press Specification

A. MATERIALS

1. Minimum specification is based around a Pheonix Model WX-1.7H8W Belt Filter Press. This specification is not intended to limit other dewatering technologies. The intent of this specification for materials is to set a minimum standard of quality. Only manufacturers offering equipment which meets the mechanical, structural, process and performance requirements of these specifications shall be considered acceptable.
2. Rollers shall be carbon steel stub shaft construction with fully welded dual end plates. Coated with 0.250 minimum 65 durometer rubber and machined for concentricity.
3. Double row spherical roller type with triple-tec seals. nylon coated, minimum 750,000 hrs L-10 life.
4. Fasteners and belt support grid shall be stainless steel. Containment barriers, belt wash enclosures, and filtrate collection pans shall all be a minimum 14-gauge stainless steel.
5. Blades including doctor, plow, and wiper blades shall be of wear resistant ultra-high molecular weight polyethylene (UHMW) plastic material.

B. PRESS DESIGN

1. Sludge conditioning system shall consist of an in-line polymer injection ring, which shall be mounted in the sludge line feeding the belt filter press. Polymer shall be introduced tangentially into the waste stream through four openings in the injection ring and provide even distribution of polymer into the incoming slurry. Mixing shall be provided by an adjustable mixing arm, which shall provide turbulence / mixing. Mixing energy shall be adjusted by a counterweight by means of a set screw. Mixer shall be stainless steel.
2. The belt press frame shall be fabricated of fully welded structural members conforming to ASTM Standard Specifications for Structural Steel, Designation A36 77a, into a rigid structure, adequately braced to withstand intended loads without excessive vibration or deflection. Due to the potential for misalignment and loosening of members precipitated by loading, shipping, unloading and/or vibration during operation, bolting frames shall not be acceptable. Frame shall withstand a belt tension of 50 pli without exceeding a yield stress safety factor of 6.0. Calculations shall be submitted to confirm compliance with safety factor requirements. After fabrication, the completed frame shall be blasted and prepared to SSPC SP-10 near-white finish, then receive a minimum of 4 mils of 99% pure zinc for corrosion protection. Zinc shall be applied by thermal spray metallizing to ensure proper coating thickness and leave a surface that is superior for adhesion of other coatings. Following the application of zinc, 4-6 mils of a two-component, catalyzed epoxy shall be applied for maximum protection.
3. The gravity drainage zone shall be inclined and fitted with an adjustable underflow weir to provide for the formation of a pool to maximize gravity drainage and assure even distribution of sludge across the entire width of the belt. The distribution area shall be designed to prevent spillage or short circuiting of sludge. Gravity drainage zones subject to flooding shall not be considered acceptable to this specification. A minimum of six (6) rows of adjustable, wedge-shaped, furrowing devices (plows) shall be provided to effectively direct the sludge and enhance drainage of free water entrained in the sludge. The belt shall be supported in the gravity zone. Supports in the gravity zone shall be perpendicular to the belt and equipped with replaceable UHMW wiper bars. Perpendicular orientation is to assist in breaking the surface tension of water droplets

Appendix A – Belt Press Specification

hanging from the underside of the belt. Wiper bars shall be easily replaceable without machine disassembly. Wiper bars shall be easily replaceable without machine disassembly. Minimum effective area in the gravity zone shall be 77 square feet.

4. The wedge zone shall consist of an upper and lower belt. Dewatering grids shall support the belts and aid in drainage by breaking surface tension on both belts while exerting gradually increasing pressure as the belts converge. The wedge zone shall allow drainage through both belts. Minimum effective area in the wedge zone shall be 63 square feet, when measured on the lower belt only.
5. The pressure/shear zone shall consist of multiple rollers arranged to maximize the contact area of the belts with the rollers and to maximum shear of the sludge. The first roller shall be 24" minimum diameter and followed by incremental reductions in diameter of successive rollers. Minimum effective area in the pressure zone shall be 93 square feet. The effective dewatering area in the pressure zone shall be defined as the area of one belt only in contact with the rollers.
6. UHMW polyethylene doctor blade shall be provided in the area of the discharge rollers to aid in the removal of sludge cake from the belts. The doctor blades shall be held in place against the belts by means of a counter-weighted assembly. The doctor blade assemblies shall be designed to allow the blades to be held away from the belts, without assistance, for maintenance and belt replacement. Dewatered sludge cake shall be scraped from the discharge rollers by means of counter-weighted adjustable doctor blades. Pressure shall be adjustable by positioning of the counterweight. Doctor blades shall be reversible to maximize service life.
 - a. Design must include provisions to interface properly with downstream equipment and a platform to allow proper service access to the equipment. Downstream equipment shall be 10 horizontal and 10 vertical feet from the floor of the press discharge area. This shall be accomplished by a manufacturer provided belt or auger conveyor.
7. All rollers shall be of fully welded, double separated plate and stub end shaft construction. Rollers shall be fabricated of ASTM A-36 Steel. Roller shafts shall be of 1045 carbon steel with a minimum stock diameter of 4.0 inches through the roller end discs. Rollers shall not have a maximum deflection of greater than 0.05 inches at a belt tension of 50 pli. All rollers shall be covered with rubber, 65 durometer Shore "A" hardness, and machined to ensure concentricity. Rollers shall be covered to insertion point of bearing for maximum corrosion protection.
8. All bearings shall be double row, spherical or tapered roller bearings. All bearings shall be housed in horizontal, cast-iron pillow block housings. Housings shall have triple labyrinth seals with integral slinger for maximum protection from contamination. Housings shall be coated with 8 mils of electrostatically applied heat set nylon polyester with mounting bolts and grease fittings of stainless steel. Bearings shall be self-aligning and accessible for lubrication without disassembly of press components. All bearings shall have a minimum of 750,000 hours L-10 life. Calculations shall be submitted to substantiate L-10 life.
9. Each belt shall be independently controlled by an automatic tracking system consisting of a sensor to monitor belt position, a proportional tracking valve, a steering roller and a pneumatic positioning cylinder. Electromechanical, spring-tensioned and non-continuous (snap action) tracking systems shall not be allowed. Tracking system shall continuously monitor belt position and adjust belt path to ensure central tracking. Limit switches shall

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be provided to detect gross belt misalignment and provide alarm to operator and de-energize the system in the event of belt failure. Pneumatic controls shall be provided integral to the main control panel.

10. The press shall be equipped with individually controlled pneumatic tensioning systems for each belt. Tension shall be accomplished by rotation of heavy section monolithic lever arms by frame mounted industrial air bellows. The tensioning system shall not permit belt misalignment. Rack and pinion tensioning systems and hydraulic tensioning systems shall not be allowed. Pneumatic controls shall be in the press control panel. Separate adjustable pressure controls shall be provided for each belt. Pressure gauges for individual belt pressure shall be mounted in the face of the control panel. Control system shall be capable of adjusting belt tension from 0 to 50 pli. Sensing devices shall be provided for each belt to detect belt break and de-energize the system.
11. Dewatering belts shall be of wear-resistant polyester monofilament construction. Edges shall be sealed and bonded to prevent premature wear and fraying. Actual belt width shall be a minimum of 1.7 meters. Belt porosity and tensile properties shall be optimized for intended service. A stainless clipper seam shall be employed to join belt ends and facilitate belt replacement with minimum interruption in operating time.
12. Press shall be furnished with individual belt wash stations for each belt. Each station shall consist of a stainless-steel header fitted with a series of replaceable spray nozzles. The nozzles shall be arranged to provide an overlapping spray pattern to insure complete coverage of belt surface. Spray bar shall be fitted with a stainless-steel cleaning brush which, shall remove debris from spray nozzles and back flush spray bar. Spray bar shall feature a stainless-steel containment housing with replaceable seals and collection pan. Collected wash water shall be piped to a common drain connection.
 - a. A wash water boost pump shall be provided to increase the plant water pressure (40 psi) to ensure 100 psi to the belt wash system. Pressure gauges shall be installed at each wash station, and individual in-line ball valves provided for isolation and flow control.
13. All fasteners shall be of stainless steel. Bolts used for location of load bearing members shall be a minimum of ½" diameter.

C. DRIVE

1. Both dewatering belts shall be driven by a drive roller. The drive roller shall be powered by a single shaft mounted gearmotor. Multiple drive rollers or chain-driven rollers shall not be acceptable. All gearing shall be at least AGMA Class 2 and feature heavy duty bearings and synthetic gear lubricant to insure long service life. Drive motor shall be inverter duty and meet all current NEMA electrical requirements. Motor enclosure shall be TEFC, severe duty. Both motor and gear reducer shall receive a protective coating. Speed control shall be accomplished by an AC variable frequency speed controller, capable of 5 to 1 speed variation.

D. BOOSTER PUMP

1. Booster pump shall be centrifugal design, close coupled, bronze fitted construction, with bronze impeller. Pump shall be driven by an industrial duty, AC induction motor sized for the intended duty with a service factor of at least 1.15. Pump and motor shall be

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close-coupled or mounted on a common base plate. Pump shall be Aurora, Grundfoss or equal.

E. AIR COMPRESSOR

1. System air shall be provided by a single stage air compressor. Compressor shall be industrial type with cast iron sleeves within finned aluminum casting. Pump shall be splash-lubricated. Compressor to be driven by industrial duty AC induction motor sized for intended duty with a service factor of at least 1.15. Compressor shall be mounted on a 30-gallon ASME rated receiver with pressure gauge and pressure regulator switch. Compressor shall be sized to supply all air for press operation at peak demand. Compressor shall be Jenny, Campbell-Hausfield, Gardner-Denver, Emglo or equal.

F. POLYMER DOSING SYSTEM

1. A new polymer dosing system will be provided by the manufacturer. Polymer dosing system shall meet press and pumping requirements.

G. PIPING

1. Manufacturer shall provide a sludge feed pump. The sludge feed pump shall be of the progressive cavity type. The pump shall be controlled through a variable frequency controller (VFD) which is accepting a pacing signal from the belt press control panel, supplied by the manufacturer of the belt press.
2. Manufacturer shall provide sludge feed magnetic-inductive flow meter.
3. All piping between the sludge feed pump, the flow meter and the belt press will be provided by a separate contractor.
4. A new polymer dosing system will be provided by Manufacturer. Belt Press Manufacturer will provide means in its control panel to control polymer dosing system.
5. Polymer dosing ring and polymer mixing valve shall be supplied by the belt press manufacturer.
6. Piping to injection ring/mixer shall minimize the number of turns and elevation changes to preserve flocculation that has already occurred.
7. Piping from the mixer to the press inlet shall provide 10 seconds of retention time and have minimal elevation changes and turns.

H. VARIABLE FREQUENCY DRIVE UNIT

1. The entire control system for the dewatering system shall be provided by the Manufacturer.
2. The manufacturer shall supply drive units installed in the master control that meet the functional requirements associated with each motor involved with process control. Motor and drive unit selection shall be based upon the operating profile of the machine, with particular attention given to the limits of motor performance when operated at less than full speed with a variable frequency drive (VFD). VFD shall be Allen-Bradley or equal.
3. The drive unit shall operate with an output up to 120% continuous capacity without exceeding the motor specification for:
 - a. Temperature rise
 - b. Full load current draw

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- c. Vibration
 - d. Noise
 - e. Phase slip
4. The drive unit shall consist of the following major components:
- a. Motor load protection as required by the NEC and in accordance with UL 991
 - b. Under and over voltage protection that shall shut down the drive and enunciate a buss fault
 - c. Phase protection shall guard against a phase-to-phase fault and enunciate the error
 - d. Ground fault protection shall enunciate a phase to ground short
 - e. Acceleration and deceleration protection with adjustable pre-selected speed set points
 - f. Operating panel for monitoring and controlling the VFD
 - g. Remote control capability that will accept 0-10VDC, 4-20mA DC or pulsed DC speed reference signals
5. The drive unit shall be assembled and tested to the latest applicable standards of ANSI, NEC, IEEE, NEMA, be UL listed, registered and be capable of CE certification with no modifications to the drive. The drive shall be industrial grade. Commercial grade or "OEM" grade drives will not be accepted.

I. ELECTRICAL CONTROL PANEL

- 1. The entire control system for the dewatering system shall be provided by the Manufacturer.
- 2. An electro-pneumatic control panel shall be provided that will allow operation of the Belt Filter Press dewatering system from a central point near the press. All equipment contained on the panel shall be rated NEMA 4X and construction shall be such that this rating is maintained in the finished control.
- 3. The enclosure shall be configured to allow local connection of the electrical wiring and pneumatic lines to the press. The control shall be constructed to conform with NEMA 4X and/or IP66 ratings. The enclosure shall be stainless steel.
- 4. Starting Devices (Starters, VFD's) located in this panel.
 - a. Press VFD
 - b. Sludge Pump VFD
 - c. Air Compressor Starter
 - d. Booster Pump Starter
 - e. Cake Pump Starter
- 5. The control shall have pneumatic equipment as necessary to individually control belt tensions with gauge indication of the actual pressure placed on the tensioning devices.
- 6. There shall be a primary oil coalescing air filter mounted on the control to pre-clean the air for use in belt tracking and tensioning.
- 7. Alarm tie points shall be provided for the cable safety, belt track, belt break, and low air pressure. Each of these conditions shall immediately stop the system by breaking the control circuit to the start/run contact for the press drive. This alarm shall start a programmed shut down of the system.
- 8. A set of schematic diagrams shall be provided with the panel describing both the wiring and pneumatic layout. All components associated with the press shall be shown on the

Appendix A – Belt Press Specification

drawing and all connections shall be addressed. Standard JIC drafting symbols are to be used to show component wiring and function.

9. The dewatering system shall be full-automatic and shall include the following:
 - a. Main control panel for dewatering system.
 - b. Magnetic-inductive flow meter for sludge feed
 - c. Automatic control of the feed pump
 - d. Automatic control of the Manufacturer provided polymer dosing system
10. The Main control panel shall include the following:
 - a. Main power disconnect switch (pad-lockable)
 - b. Control power transformer
 - c. Surge arrester
 - d. Door Mounted Operators:
 - i. Press HOA
 - ii. Press FOR (Spring Return from Reverse to Off)
 - iii. Wash Water SOV HOA
 - iv. System Reset
 - v. E-Stop
 - e. Door Mounted Status and Warning Lights for the following:
 - i. Power on
 - ii. Dewatering system in operation
 - iii. System Disturbance
 - iv. Lights to be incandescent type, 30.5mm from Allen-Bradley or equal
 - f. Programmable logic controller (PLC) Allen Bradley CompactLogix with on-board Ethernet.
 - g. Operator Interface (OIU), Allen Bradley PanelView Series 7, 6” with color touch screen. OIU shall have Ethernet and be protected with hinged window.
 - h. Unmanaged Ethernet switch, 5-Port Phoenix or equal
 - i. The OIU shall have the capability to work as a data logger. The data logger shall document all important process parameter but not limited to the following list:
 - i. Operation mode: OFF, dewatering, back wash, shutdown
 - ii. Drive operation: forward, reverse
 - iii. Sludge flow [GPM]
 - iv. Polymer pacing signal
 - v. Motor amperage draw
 - vi. Set points: feed solids, polymer consumption, solid loading
 - vii. Other Items necessary for dewatering system operation.
 - j. OIU shall be SCADA interfaced.
11. Door mounted nametags shall be provided for the name of the control panel and all disconnects, switches, lights, and meters.

A. ELECTRICAL WORK

1. The Manufacturer shall provide wiring between all system components as required.
2. The dewatering system shall be full-automatic
3. The Manufacturer shall provide separate power supplies as follows:
 - a. 460 V, 60 Hz, 3 phase power supply to the main control panel

Appendix A – Belt Press Specification

- b. 120 V, 60 Hz, single phase power supply to ancillary equipment if needed.
4. All electrical work shall meet the current NEC standard for code and practice and shall comply with all applicable state and local codes concerning wiring and service equipment. Where conflicts of the code exist, the national code shall prevail.
5. All components used for this control and all associated equipment shall be UL approved and bear the underwriters stamp and registration number. The entire assembly shall meet minimum requirements for safety as determined by this agency and be built according to its guidelines within the framework of the NEC. Electrical assemblies shall meet UL-508 standards and be suitable for wet environments. The controls and equipment located on or near the press shall meet NEMA 4X or IP66 standards for wash down service. Controls and equipment located away from the press shall meet NEMA 4 standards for wet environments.
6. All press mounted conduit and wiring shall meet all necessary code requirements as stated in the NEC for wet and/or corrosive environments. All wiring shall be fully enclosed in conduit or sealed flexible armor. No exposed cords or "mine cable" such as SO or SJO cables will be allowed.

B. WARRANTY

1. Refer to Section 11 of the General Conditions.

C. MANUFACTURER’S SERVICES

INSTALLATION SUPERVISION, START-UP AND OPERATOR TRAINING:
Services of the manufacturer’s factory trained representative, who is specifically knowledgeable in the type of equipment specified herein, shall be provided during the equipment installation period. The manufacturer's representative shall assist the installation contractor in determining the location of anchor bolts, setting and leveling the equipment, and coordinating the process piping and electrical connections to all the equipment specified herein.

Upon completion-of the installation, the services of the manufacturer's factory trained representative shall be provided at the project site for equipment start-up, calibration and instruction to Owner’s personnel in the proper operation and maintenance of the equipment. During these phases the manufacturer's representative shall inspect all system components for proper connection and alignment and assist the installation contractor in placing the equipment in a proper operating condition.

A Manufacturer's representative shall visit the site at the invitation of the Operator sometime within 45-180 days after the date of startup to provide Continued Support: observe system performance, suggest system equipment and control setting modifications to Owner's operations staff, and conduct additional training as requested by Owner.

Period	Number of Visits (min)	Number of 8-hour man-days on-site required per visit
Installation Supervision	1	2
Start-up, Calibration, Initial	1	4

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Operation, Performance Test		
& Maintenance Instruction	--	Provided during Start up.
Continued Support	1	1

Additional days and/or visits above and beyond what is listed here may be required to resolve issues. The Manufacturer should provide a checklist to the Contractor prior to scheduling visits to ensure tasks prerequisite for a fruitful visit are completed.

SLUDGE DEWATERING EQUIPMENT

APPENDIX B – Screw Press Specification

Appendix B – Screw Press Specification

A. MATERIALS

1. This specification is written around a Huber screw press. This specification is not intended to limit other dewatering manufactures, but to provide a minimum standard.
2. Sludge dewatering press shall be manufactured from AISI 304L stainless steel shapes (rods, angles, and channels), pipes, and sheets. In particular, wedge wire basket, screw, shaft, support legs, fasteners and anchor bolts shall be made of this material. Presses with carbon steel components shall not be acceptable because of corrosive wastewater environments.
3. Press access covers shall be either stainless steel or a composite of acrylonitrile butadiene styrene (ABS) and poly(methyl methacrylate) (PMMA). Materials other than stainless steel shall be acceptable if the material meets the following requirements:
 - a. Is not a structural load-bearing component.
 - b. Is equal to or exceeds stainless steel's resistance to wastewater environment chemicals.
 - c. Is resistant to heat degradation up to 185°F (85°C).
 - d. Is equal to or exceeds stainless steel's resistance to UV degradation.
 - e. Is resilient to impact
4. Wipers for helical screw flights shall be of wear resistant polyurethane (PU) material. Wipers must have a basket contact width of at least 0.315 in (8 mm) to provide sufficient basket cleaning. The wiper is held in place by stainless steel clamps and set screws which can be easily removed. The wiper shall have a self-contained a dampening mechanism to maintain constant contact with the basket while limiting wear. Wiper self-contained dampening mechanism shall compensate for up to 4mm of radial wiper wear. Equipment using brushes or wipers without this functionality shall provide service trips and replacement parts for the first two (2) brush or wiper replacements to account for additional maintenance time. Equipment without wipers or brushes shall provide four (4) replacement baskets and augers to account for additional equipment wear. Equipment with moving and fixed ring systems shall provide service trips and replacement parts for the first four (4) replacement intervals to account for both the additional maintenance time and additional equipment wear.

B. DESIGN

1. The screw press shall be installed inclined (at 12°). Horizontal units shall provide a diverter chute to prevent wet material from discharging into the downstream process during startup.
2. Dewatering of the sludge takes place in a basket, which consists of multiple sections of wedge wire baskets. Basket openings shall vary in each sections, from wider openings to tighter openings, to facilitate optimum release of water from the sludge.
3. The screw press support legs shall be capable of field adjustment for ease of installation.

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4. The screw press shall be completely enclosed to prevent odor emission. The whole dewatering section and basket area shall be easily accessible through an inspection lids, which are mounted via hinges on the side of the machine.
5. The wedge wire basket where the wet sludge enters the basket shall provide a minimum free surface area of 18% of the active wedge wire surface area to facilitate free water drainage. Flanges and reinforcement bars, or supporting structures around the basket blocking the drainage of water shall be deducted from the active surface area. Baskets without this minimum free surface area must provide additional length of basket until they achieve this minimum free surface area.
6. Each section of the wedge wire basket shall be split in half along the length of the basket to allow for easy separation of the basket into halves for servicing of the wiper. The basket shall be fastened together using bolt fasteners made of stainless steel. The screw press shall be provided with alignment pins for ease of basket alignment during reassembly. The bottom half of the wedge wire basket shall remain inside of the machine during servicing of the wiper for ease of maintenance.
7. The screw shall be shafted and shall be made of stainless steel. A shaft-less screw is not acceptable because of the pressure and torque involved with dewatering. A bearing shall support the feed end of the screw shaft. Wear strips are not acceptable because of the frequent requirement for service.
8. A screw drive shall be provided at the discharge side of the press. The motor speed shall be controlled with a Variable Frequency Drive (VFD). The drive unit shall be directly coupled to the screw shaft through a planetary gearbox.
9. A pressure sensor shall be installed at the inlet housing of the screw press. The pressure sensor provides a signal which is used to control the speed of the auger. The pressure in the inlet box shall automatically adjust the speed of the screw via the control system and the range for the pressure shall be adjustable at the HMI. Designs which do not control the screw speed based on the inlet pressure are not acceptable because they require frequent operator attention.
10. The cleaning of the wedge wire screen from the outside shall be performed by a rotating spray bar washing system utilizing a single drive made of stainless steel piping and PVDF spray nozzles. Its spraying shall cover the entire area of the screen and also cover the interior of the screw press housing. Solenoid valves control the flow to each section of the spray bar washing system. The spray bar washing sections shall have the ability to operate independently. Designs which do not rotate around the circumference of the basket over the entire length of the basket will not be accepted because they fail to clean the entire basket.
11. Manufacturer shall provide water supply piping to the manifold of the spray system that shall have a 1-¼ inch female threaded connection. The system shall include two (2) proximity switches to prevent over travel of the spray bar system.
12. Spray water supply shall be designed for a minimum flow of 44 gpm (can be filtered non-potable water, allowed particle size 800 microns at maximum 200 ppm) at a minimum pressure of 70 psig.
13. A pneumatically actuated cone that serves for adjusting the pressure in the pressure zone shall be provided at the discharge end of the screening basket.
14. Sludge cake shall be automatically discharged through a rectangular sludge discharge opening. The discharge height shall be minimum 37 in above floor level. Designs

Appendix B – Screw Press Specification

with standard discharge height lower than this minimum level must include provisions to interface properly with downstream equipment and a platform to allow proper service access to the equipment.

15. Manufacturer shall provide a 6 in diameter drain line for the filtrate and connect it to the bottom drain connection of the screw press. The Manufacturer shall also provide a 1.5 in flush connection with manual ball valve for the drain connection.

C. POLYMER DOSING SYSTEM

1. A new polymer dosing system will be provided by the manufacturer. Polymer dosing system shall meet all press and pumping requirements.

D. INTERNAL PIPING

1. Manufacturer shall provide a sludge feed pump. The sludge feed pump shall be of the progressive cavity type. The pump shall be controlled through a variable frequency controller (VFD) which is accepting a pacing signal from the screw press control panel, supplied by the manufacturer of the screw press.
2. Manufacturer shall provide sludge feed magnetic-inductive flow meter.
3. All piping between the sludge feed pump, the flow meter and the screw press will be provided by a separate contractor.
4. Polymer dosing system will be provided by Manufacturer. Screw Press Manufacturer will provide means in its control panel to control polymer dosing system.
5. Polymer dosing ring and polymer mixing valve shall be supplied by the screw press manufacturer.
6. Pipe flocculator shall be supplied by the Manufacturer and shall provide a minimum retention time of 60 seconds at design flow for the polymer and sludge mixture.
7. A 60% design of the flocculation pipe reactor shall be provided by the screw press manufacturer.

E. DRIVE

1. The press screw shall be driven by a shaft mounted gearbox and motor assembly. The gearbox shall be bolted to a machined flange welded to the upper end of the press.
2. The gearbox shall be driven by a motor with the following characteristics:
 - a. Continuous Duty
 - b. Permanent magnet motor
 - c. 40°C environmental temperature
 - d. Insulation Class F
 - e. Motor efficiency class IE4
 - f. Non-hazardous environment
3. Drives shall be enclosed by protective FRP covers.
4. Chain-drives, belt drives, hydraulic drives or a separate upper bearing for the transport screw will not be acceptable for this project.
5. Screw Press Drive Motor shall be a minimum of 3.0HP

F. CONTROLS AND INSTRUMENTATION

Appendix B – Screw Press Specification

1. Refer to Part VI, Special Provisions, Section 8 of the Request for Proposal.
2. The entire control system shall be provided by the Manufacturer of the dewatering system.
3. The Manufacturer shall provide wiring between all system components as required.
4. The Manufacturer shall provide separate power supplies as followed:
 - A. 460 V, 60 Hz, 3 phase power supply to the main control panel
 - B. 120 V, 60 Hz, single phase power supply to ancillary equipment if needed.
5. The dewatering system shall be full-automatic and shall include the following:
 - A. Main control panel for dewatering system.
 - B. Magnetic-inductive flow meter for sludge feed
 - C. Automatic control of the feed pump
 - D. Automatic control of the Manufacturer provided polymer dosing system
6. A 460-V main control panel shall be provided in a NEMA 4X Stainless Steel Enclosure and shall include the following:
 - A. Main power disconnect switch (pad-lockable)
 - B. Control power transformer
 - C. Surge arrester
 - D. Door Mounted Operators:
 1. Press HOA
 2. Press FOR (Spring Return from Reverse to Off)
 3. Wash Water SOV HOA
 4. System Reset
 5. E-Stop
 - E. Door Mounted Status and Warning Lights for the following:
 1. Power on
 2. Dewatering system in operation
 3. System Disturbance
 4. Lights to be incandescent type, 30.5mm from Allen-Bradley or equal
 - F. Programmable logic controller (PLC) Allen Bradley CompactLogix with on-board Ethernet.
 - G. Operator Interface (OIU), Allen Bradley PanelView Series 7, 6” with color touch screen. OIU shall have Ethernet and be protected with hinged window.
 - H. Unmanaged Ethernet switch, 5-Port Phoenix or equal
 - I. The OIU shall have the capability to work as a data logger. The data logger shall document all important process parameter but not limited to the following list:
 1. Operation mode: OFF, dewatering, back wash, shutdown
 2. Drive operation: forward, reverse
 3. Sludge flow [GPM]
 4. Polymer pacing signal
 5. Motor amperage draw
 6. Set points: feed solids, polymer consumption, solid loading
 7. Other Items necessary for dewatering system operation.
 - J. OIU shall be SCADA interfaced.
7. Door mounted nametags shall be provided for the name of the control panel and all disconnects, switches, lights, and meters.

Appendix B – Screw Press Specification

F. WARRANTY

Refer to Section 11 of the General Conditions.

G. MANUFACTURER'S SERVICES

INSTALLATION SUPERVISION, START-UP AND OPERATOR TRAINING:

Services of the manufacturer's factory trained representative, who is specifically knowledgeable in the type of equipment specified herein, shall be provided during the equipment installation period. The manufacturer's representative shall assist the installation contractor in determining the location of anchor bolts, setting and leveling the equipment, and coordinating the process piping and electrical connections to all the equipment specified herein.

Upon completion-of the installation, the services of the manufacturer's factory trained representative shall be provided at the project site for equipment start-up, calibration and instruction to Owner's personnel in the proper operation and maintenance of the equipment. During these phases the manufacturer's representative shall inspect all system components for proper connection and alignment and assist the installation contractor in placing the equipment in a proper operating condition.

A Manufacturer's representative shall visit the site at the invitation of the Operator sometime within 45-180 days after the date of startup to provide Continued Support: observe system performance, suggest system equipment and control setting modifications to Owner's operations staff, and conduct additional training as requested by Owner.

Period	Number of Visits (min)	Number of 8-hour man-days on-site required per visit
Installation Supervision	1	2
Start-up, Calibration, Initial Operation, Performance Test & Maintenance Instruction	1	4
Continued Support	--	Provided during Start up.
	1	1

Additional days and/or visits above and beyond what is listed here may be required to resolve issues. The Manufacturer should provide a checklist to the Contractor prior to scheduling visits to ensure tasks prerequisite for a fruitful visit are completed.

ELOY BELT PRESS ADDITION RFP

ADDENDUM #1

JUNE 23, 2022

PLANHOLDER:

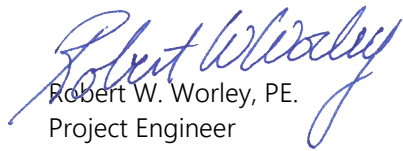
Addendum #1 shall become part of the Request For Proposals and Equipment Specifications of the above referenced project, and all provisions of the contract shall apply hereto.

1. The proposal due date is postponed. Each reference to proposal due date in original documentation is thenceforth changed to *July 15, 2022, on or before 1:00 p.m.*
2. The Sludge Dewatering Equipment pages of the Equipment Specifications section were not included in the original documents and are included in this addendum as Attachment A. Information regarding general system specifications, sludge composition, technical proposal requirements, and scoring criteria for equipment selection can be found in Attachment A.
3. The manufacturer is expected to list and include their standard spare parts as stated in Section IV, Item 10. To clarify, spare parts are specific to the equipment provided by the manufacturer and are not specified by the Engineer in the equipment section of the request for proposals. The manufacturer shall itemize spare parts that should be kept on hand for typical operation of their equipment. The spare parts specified by the manufacturer shall also be provided by the manufacturer along with any other special or miscellaneous items.
4. Item 14 of Section III shall be deleted and replaced with the following – *After the manufacturer/supplier returns the executed contract and the shop drawing phase is complete, notice to proceed manufacturing equipment will be given to the manufacturer/supplier.* This replacement is intended to be congruent with the schedule presented in Section 1 as Item 6.
5. Item B.15 in Appendix B incorrectly identifies the manufacturer as the entity responsible for filtrate piping after the effluent flange from the unit. Item B.15 in Appendix B shall be changed to the following sentence – *Contractor* shall provide a drain line for the filtrate and connect it to the bottom drain connection of the screw press. The *Contractor* shall also provide a flush connection with manual ball valve for the drain connection.
6. The design team deems Item E.3 of Appendix B as a non-essential design point and Item E.3 is deleted from the specifications.

7. Items F.3 and F.4 of Appendix B incorrectly specify the Manufacturer as the entity responsible for providing wiring between system components and providing power supplies to equipment. Item F.3 and F.4 of Appendix B is changed to the following – *The Contractor shall provide wiring between all system components as required. Manufacturer shall provide all wiring within the skid or equipment frame. The Contractor shall provide separate power supplies as follows:*
8. To clarify further, proposals will not be received via email. Proposals must be hard copy, sealed, and delivered to Eloy City Clerk's Office located at 595 N. C Street, Suite 104 Eloy, AZ 85131.

Prospective bidders should take note of these changes in the SPECIFICATIONS and REQUEST FOR PROPOSALS while preparing to submit their BIDS. This addendum shall be acknowledged on the BID documents in accordance with the CONTRACT DOCUMENTS by each BIDDER and shall become part of the CONTRACT.

Professionally,


Robert W. Worley, PE.
Project Engineer
Sunrise Engineering

Attachment A

DEWATERING EQUIPMENT

1. DESCRIPTION

The Manufacturer/Supplier shall furnish a sludge dewatering system to meet the CONDITIONS OF SERVICE described below. The Manufacturer/Supplier shall furnish with its proposal technical performance data stating the probable hydraulic and solids loading capabilities along with the expected dryness of the sludge after pressing, polymer consumption and capture rate with information from existing installations to support probable performance. Sludge will be produced from municipal sewage.

Samples of the material to be dewatered is available to be sent to each manufacture upon request to best size equipment.

The Manufacturer/Supplier shall meet the intent of the specification on their proposal and list paragraph by paragraph any deviation to the specifications. The owner will review all proposals using the included scoring criteria before making a decision to select the successful sludge dewatering equipment.

The intent is to receive proposals from various mechanical dewatering technologies specifically belt presses and screw presses.

Only manufacturers having dewatering units operating for a period of five years in a minimum of twenty wastewater treatment plants in the United States shall be considered. Manufacturers not meeting the experience requirement shall not be acceptable.

2. CONDITIONS OF SERVICE – Key Design Criteria

The sludge dewatering equipment shall be designed to adequately condition and dewater sludge consisting of WAS directly from the bottom of the clarifier and produce a discharge cake that easily discharges from the dewatering unit without binding.

The unit shall be designed to operate in the environment for which it is intended, continuously or intermittently on demand, and shall perform the required dewatering operations without spillage of water or sludge beyond the nominal machine envelope.

The description of the sludge to be fed to the sludge dewatering equipment is as follows:

Type of Sludge:

Waste activated sludge produced by the Biological Nutrient Removal (BNR) process (Biolac) directly from the bottom of the clarifier. This sludge is currently being dewatered using geo tubes. The use of flocculant is necessary.

Feed solids, percent dry weight from Clarifier:

Range	0.5% to 1%
Design	0.85%

DEWATERING EQUIPMENT

This dewatering equipment will be used on an existing plant. As such, samples of the material that is to be dewatered is available (and necessary to receive full points) to be sent to each manufacture upon request to best size your equipment.

Manufactures wishing to receive a sample of WAS shall provide to Eloy an appropriate container and cooler if required along with shipping instructions. Eloy will collect a sample and send the sample by overnight shipping. Eloy will pay for shipping cost if the sample size is 3 gallons or less and the shipping location is located within the continental United States. Shipments requiring more volume or located outside of the continental United States will require pre-payment of shipping services.

To arrange for a material sample, please contact Keith Brown, Eloy Public Works Director/City Engineer at 520.464.3163

This specification is intended to describe a minimum standard and not to sole source a specific piece of equipment. The Manufacturer/Supplier shall meet the intent of the specification on their proposal and list paragraph by paragraph any deviation to the specifications and show why the submitted equipment meets or exceeds this specification. The Owner will fairly review all proposals using the enclosed scoring criteria before making a decision to select the successful screening conditioning equipment.

Dewatering Performance Requirements:

	<u>Design</u>
Number of Units	1
Dry Waste Sludge	600 lbs/hr
Sludge Feed % Weight of Solids	.85%
Operating Time per Day	≤ 6.0 hrs/day
Operating Hydraulic Capacity:	
Min.	50 gpm
Design	150 gpm at 0.8% Solids
Cake Solids:	
Min.	14%
Design	14-20%
Liquid Polymer Consumption	TBD lb/dry ton sludge

3. SLUDGE DEWATERING PRESS DESIGN SPECIFICATIONS

- a. See Appendix A – Belt Press Specification for Belt Press Proposals.
- b. See Appendix B – Screw Press Specification for Screw Press Proposals.

4. TECHNICAL PROPOSAL

DEWATERING EQUIPMENT

Proposals shall contain the following information:

- A. A letter of introduction that includes:
Who is proposing and what equipment is being proposed.
- B. Company Information and Profile:
Company Name and Address
Contact Person for Proposal
Phone Number
Fax Number
Email Address
- C. Company History
How many years has your company been in business?
How long has your company been manufacturing/supplying the wastewater treatment equipment proposed herein?
What percent business or sales does the equipment proposed herein represent for your company?
What other equipment does your company manufacture/supply?
Other pertinent information regarding manufacturer/supplier relationship, etc.
- D. Equipment Installations
To date, how many operational facilities do you have in and out of the United States (size and type of installation)?
List a minimum five (5) municipal installations in the United States (as close to Eloy, Az as possible) similar in size and complexity, that are currently in operation. Provide a contact person representing the owner of the installation (position, name, address, phone number, etc.).
Provide data supporting cake solids, polymer consumption, capture rate, and throughput for similar installations
- E. Additional Information.
Provide any additional or pertinent information that may be of help in evaluating your company's equipment and ability to manufacture and supply the proposed equipment.
Provide any additional information that may be of help in evaluating the equipment capability.
Clear identification and description of specific equipment features that are strengths of the equipment is encouraged.
- F. Description of equipment and materials to be furnished. Proposals shall include a detailed description of all the equipment and materials to be furnished. Sufficient information shall be provided for the process to be evaluated accurately including a step-by-step explanation of how the process works, what the equipment is made of, power requirements, supplementary water requirements, controls and how they work, special construction considerations, operation, and maintenance requirements, etc.

DEWATERING EQUIPMENT

Describe all features that completely reveal the proposed system and its performance and particularly indicate whether the design complies with the "Key Equipment Design Criteria".

Provide design % Cake Solids and Polymer consumption based upon lab results from samples sent to manufacture.

List the recommended spare parts.

Identify all other items and requirements not supplied under the proposal that would be required to complete a fully operational equipment treatment process.

- G. Treatment process layout drawings and P&ID drawings. Provide a typical treatment process floor plan for the piece of equipment. This scaled drawing should illustrate the size of the equipment and a typical equipment arrangement. Also, provide a typical piping and instrument diagram (P&ID).
- H. Detailed cost breakdown for the treatment process proposed. Provide a cost breakdown for the process. If several or alternative components are proposed, please provide their itemized costs.

6. EVALUATION PROCEDURE / CRITERIA FOR SELECTING MANUFACTURERS/SUPPLIERS

Since each proposal will be composed of components that may vary significantly in performance and reliability, and the treatment process is essential to the overall success of the operation of the treatment plant, selection of the Manufacturer/Supplier will not be based solely on cost. A panel consisting of the Principal Engineer, Project Manager, Sewer District Manager, Plant Operator, and District Board Member will evaluate and assign points to each proposal submitted. The Owner reserves the right to tour one or several currently operational treatment process facilities that contain equipment supplied by Proposers. Following the evaluation and scoring process, the highest overall score for each piece of equipment will be awarded a contract. Points will be assigned as follows:

<u>Category</u>	<u>Possible Number of Points</u>
A. Compliance with the requirements of this Request for Proposals (RFP).	25
1. Presentation and Organization of Proposal	5
2. Service During RFP and During Evaluation	5
3. Existing Installations and Completeness of Info.	5
4. Layout and P&ID Drawings	5
5. Description of Equipment and Completeness	5
B. Qualifications & Experience – Includes successful past performance of other systems similar in complexity and size. Recommendations of References.	25
1. Qualifications (years of experience, size of company, leadership in industry)	10
2. Recommendations from References	10
3. Operational Facilities	5

DEWATERING EQUIPMENT

C. Dewatering Operations & Construction Materials – Is the process easy to monitor, trouble shoot, operate, alter, calibrate, and service, etc. Is the control system user friendly?		50
1. Dewatering Operations	5	
2. Construction Materials (size and type)	20	
3. Monitoring Capability	5	
4. Cleaning Requirements	5	
5. Control System	5	
6. Equipment Footprint and Layout	10	
D. Operation and Maintenance Costs		50
1. Parts Replacement Costs	5	
2. Energy Costs	5	
3. Did Manufacture request a Sample?	10	
4. If so, % Solids Cake Anticipated	10	
5. If so, Polymer Consumption Anticipated	10	
6.		
F. Cost of Equipment/Treatment Process		<u>75</u>
Overall Scoring – Total Points Possible		225

CITY OF ELOY - Request for Proposal - Dewatering Equipment

BID TABULATION RESULTS

COMPANY	EQUIPMENT TYPE	BID RESPONSE
Andritz Separation Technologies Inc	Andritz C 10050 Screw Press	\$408,851.00
Andritz	Andritz I-SM SMX-S8 Belt Filter Press	\$392,027.00
Phoenix Process Equipment Co.	Phoenix Model WX-1748W Belt Filter Press	\$367,600.00
Huber Technology Wastewater Systems	Huber Q-Press 800.2	\$378,499.50
Komline - Sanderson	K-S Kompres® Belt Filter Press	\$361,010.00
	Model G-GRSC-1 Series III	\$472,500.00 with deduct
PWTech	PWTech Volute Dewatering Press - Model ES-354C3	

RESULTS CERTIFIED BY:

Matt Rencher

Printed Name

Matthew D. Rencher

Signature

15 JUL 2022

Date

Trina Gaston

Printed Name

J. Gaston

Signature

7/15/2022

Date



25 East 500 North, Fillmore, Utah 84631
TEL 435-743.6151 | FAX 435-743.7900

July 27, 2022

Matt Rencher, PE, CFM
Eloy, Arizona
520-466-3082

Proposal Scoring Memo

Matt,

Thank you for attending the virtual meeting with us on 07/27/2022. This memo formally summarizes the discussion of that meeting, the attached scoring notes, and gives our overall proposal recommendation. In our review we followed the Request For Proposals (RFP) requirements and scoring criteria as the guiding standard in our evaluation. In the scoring criteria, many factors were considered including quality, experience, knowledge of Eloy sludge and cost. In evaluating cost, we strove for an apple to apple comparison that considered overall cost, shipping cost, and sales tax. The lowest cost proposal was given full points and the others were given a prorated consideration with \$750,000 set as zero points. The cost evaluation also considered inclusion of an end stage conveyor system, which was only included by Phoenix. Another distinguishing point in the scoring was sample analysis, which was only done by Phoenix.

There were several good proposals, but in our opinion the Phoenix Belt Press received the highest score according to the RFP criteria. They proposed a high quality press that appears to meet RFP standards, they received a very positive recommendation from the references contacted, and they gave a very competitive price. Their proposal gave the impression that they really wanted to win the contact and work with Eloy. While other proposals were generic, their proposal was specific to the requirements of the RFP. Overall, I recommend proceeding forward with the Phoenix Belt Press.

Sincerely,

A handwritten signature in blue ink that reads "Robert W. Worley".

Robert W. Worley, P.E.
Sunrise Engineering, Inc.

Eloy City
Filtration Equipment Scoring

		Phoenix Belt Press	Huber Screw Press	Komline- Sanderson Belt Press	Andritz Screw Press	Andritz Belt Press	PWTech Dewatering Press
	Points Possible	Score	Score	Score	Score	Score	Score
A	Compliance with the requirements of this Request for Proposals (RFP).	25	24	18	22	24	22
	1 Presentation and Organization of Proposal	5	5	5	2	5	5
	2 Service During RFP and During Evaluation	5	5	5	5	5	5
	3 Existing Installations and Completeness of Info.	5	5	4	5	5	5
	4 Layout and P&ID Drawings	5	4	0	5	4	5
	5 Description of Equipment and Completeness	5	5	4	5	5	2
B	Qualifications & Experience – Includes successful past performance of other systems similar in complexity and size. Recommendations of References.	25	25	20	25	25	23
	1 Qualifications (years of experience, size of company, leadership in industry)	10	10	10	10	10	8
	2 Recommendations from References	10	10	5	10	10	10
	3 Operational Facilities	5	5	5	5	5	5
C	Dewatering Operations & Construction Materials – Is the process easy to monitor, trouble shoot, operate, alter, calibrate, and service, etc. Is the control system user friendly?	50	47	45	45	45	50
	1 Dewatering Operations	5	4	5	5	5	5
	2 Construction Materials (size and type)	20	20	18	15	15	20
	3 Monitoring Capability	5	5	5	5	5	5
	4 Cleaning Requirements	5	3	5	5	5	5
	5 Control System	5	5	5	5	5	5
	6 Equipment Footprint and Layout	10	10	7	10	10	10
D	Operation and Maintenance Costs	50	30	0	0	0	0
	1 Parts Replacement Costs	5	0	0	0	0	0
	2 Energy Costs	5	0	0	0	0	0
	3 Did Manufacture request a Sample?	10	10	0	0	0	0
	4 If so, % Solids Cake Anticipated	10	10	0	0	0	0
	5 If so, Polymer Consumption Anticipated	10	10	0	0	0	0
F	Cost of Equipment/Treatment Process	75	75	64	64	58	29
Overall Scoring – Total Points Possible		225	201	147	156	152	124

Eloy City
Filtration Equipment Scoring

		Phoenix Belt Press	Huber Screw Press	Komline- Sanderson Belt Press	Andritz Screw Press	Andritz Belt Press	PWTech Dewatering Press
	Points Possible	Score	Score	Score	Score	Score	Score
A	Compliance with the requirements of this Request for Proposals (RFP).	25	24	18	22	24	22
1	Presentation and Organization of Proposal	5	5	5	2	5	5
2	Service During RFP and During Evaluation	5	5	5	5	5	5
3	Existing Installations and Completeness of Info.	5	5	4	5	5	5
4	Layout and P&ID Drawings	5	4	0	5	4	5
5	Description of Equipment and Completeness	5	5	4	5	5	2
B	Qualifications & Experience – Includes successful past performance of other systems similar in complexity and size. Recommendations of References.	25	25	20	25	25	23
1	Qualifications (years of experience, size of company, leadership in industry)	10	10	10	10	10	8
2	Recommendations from References	10	10	5	10	10	10
3	Operational Facilities	5	5	5	5	5	5
C	Dewatering Operations & Construction Materials – Is the process easy to monitor, trouble shoot, operate, alter, calibrate, and service, etc. Is the control system user friendly?	50	47	45	45	45	50
1	Dewatering Operations	5	4	5	5	5	5
2	Construction Materials (size and type)	20	20	18	15	15	20
3	Monitoring Capability	5	5	5	5	5	5
4	Cleaning Requirements	5	3	5	5	5	5
5	Control System	5	5	5	5	5	5
6	Equipment Footprint and Layout	10	10	7	10	10	10
D	Operation and Maintenance Costs	50	30	0	0	0	0
1	Parts Replacement Costs	5	0	0	0	0	0
2	Energy Costs	5	0	0	0	0	0
3	Did Manufacture request a Sample?	10	10	0	0	0	0
4	If so, % Solids Cake Anticipated	10	10	0	0	0	0
5	If so, Polymer Consumption Anticipated	10	10	0	0	0	0
F	Cost of Equipment/Treatment Process	75	75	64	64	58	62
		29					
Overall Scoring – Total Points Possible		225	201	147	156	152	157
							124