

Attachment "B"
JOB ORDER AGREEMENT

THIS AGREEMENT is made and entered into this 4TH day of MARCH, 2022 by and between THE FISHEL COMPANY, (hereinafter referred to as "Contractor") and the City of El Mirage, Arizona, a municipal corporation, (hereinafter referred to as "City").

Whereas, City issued Request for Proposal (hereinafter "RFQ") No. PW19 - JOC02 seeking proposals from contractors to provide Job Order Contracting for water and wastewater projects on property owned and/or controlled by City; and,

Whereas, Contractor submitted a response to City RFQ No. PW19 - JOC02 offering to provide Job Order Contracting for water and wastewater projects from identified property owned and/or controlled by City (hereinafter "Proposal"); and,

Whereas, Contractor was awarded a Contract to provide services in conformance with the requirements of RFQ No. PW19 - JOC02.

NOW, THEREFORE, Contractor and City hereby agree as follows:

1. Contractor agrees, at its own cost and expense, to do all the work and furnish all the equipment, personnel and materials necessary to provide, in a good and substantial manner and to the satisfaction of the City, the following work, Job Order Contracting for water and wastewater projects, in accordance with the City of El Mirage RFQ No. PW19 - JOC02 and Contractor's contract in response to RFQ No. PW19 - JOC02, which are hereby specially referred to and by such reference made a part hereof in their entirety. RFQ No. PW19 - JOC02 shall consist of the following documents, which are incorporated herein by this reference: Notice of Request for Qualifications; Instructions and Proposal Conditions; Scope of Work and Project Specifications; General Terms and Conditions; Proposal; Appendices; and Exhibits.
2. City agrees to pay Contractor, and Contractor agrees to accept, as full compensation for furnishing all equipment, personnel and materials and for doing all the work contemplated and embraced in this Agreement, the amounts set forth in Contractor's contract in response to RFQ No. PW19 - JOC02.
3. The City hereby promises and agrees with the Contractor to retain, and does hereby retain, Contractor to provide the equipment, and personnel and materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions as provided; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. It is further expressly agreed by and between the parties that should there be any conflict between the terms of this Agreement, RFQ No. PW19 - JOC02 or the Proposal, then this Agreement and the provisions terms of RFQ No. PW19 - JOC02 shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or RFQ No. PW19 - JOC02, unless expressly so stated herein.
5. Time is of the essence to the terms of this contract.
6. **FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS.** To the extent applicable under A.R.S. § 41-4401, Contractor warrants its and its subcontractors compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City of El Mirage. The City of El Mirage retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

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


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

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

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

Executed and entered into on the date first written above.

CITY:



Public Works Department Director

CONTRACTOR:



(Contractor Representative)



Job Order Cost Proposal



CONTRACTOR NAME: The Fishel Company

Contract Type: Water Wastewater JOC - PW19-JOC02
 Job Order No.: 3
 City Project Mgr.: Scott Ketchmark
 Fee Type: GMP
 Location: 16401 N. Nash Rd, Surprise AZ 85373
 Job Title: Cottonwood Well Chemical Treatment

City Project No.: Cottonwood Well Chem. Treatment
 Contractors Job No.: 2020-0971
 Prepared By: Kris Lyon
 Date: 3.4.2020
 Revision: Rev 0

Description of Work to be Performed (supporting information attached): See attached Cost Estimate for Empire Pump to Chemically Treat the Existing Well located at the Cottonwood Well Site. Two Treatments and Removal/Disposal of Chemicals. Chemicals to be discharged to existing Waste Systems (Chemicals do not require Neutralization or Special Handling).

SECTION 1: LABOR (inclusive of burden)

Position	Unit	Quantity	Labor Cost	
				Total
Estimator	Hours	-	\$ 75.00	\$ -
Project Manager	Hours	4.00	\$ 80.00	\$ 320.00
Project Engineer	Hours	-	\$ 55.00	\$ -
Admin	Hours	6.00	\$ 35.00	\$ 210.00
Project Superintendent	Hours	12.00	\$ 75.00	\$ 900.00
Foreman	Hours	-	\$ 65.00	\$ -
Craftsman	Hours	-	\$ 45.00	\$ -
Apprentice / Laborer	Hours	-	\$ 28.50	\$ -
Elect Professional Engineer	Hours	-	\$ 85.00	\$ -
Elect Project Manager	Hours	-	\$ 80.00	\$ -
Elect Technician - Lead	Hours	-	\$ 55.00	\$ -
Elect Technician - Journeyman	Hours	-	\$ 45.00	\$ -
Elect Technician - Apprentice	Hours	-	\$ 36.00	\$ -
Elect General Laborer	Hours	-	\$ 28.50	\$ -
Elect Admin	Hours	-	\$ 35.00	\$ -
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.				\$ 1,430.00

SECTION 2: EQUIPMENT (supporting information attached)

Item	Unit	Quantity	Equipment Cost	
			Unit Price	Total
Backhoe	Hours	-	\$ -	\$ -
Excavator	Hours	-	\$ -	\$ -
Loader	Hours	-	\$ -	\$ -
Boom Truck	Hours	-	\$ -	\$ -
Water Truck	Hours	-	\$ -	\$ -
Water Wagon	Hours	-	\$ -	\$ -
Air Compressor	Hours	-	\$ -	\$ -
Compactor - Hand	Hours	-	\$ -	\$ -
Dump Truck	Hours	-	\$ -	\$ -
Roller	Hours	-	\$ -	\$ -
ext. Reach Forklift	Hours	-	\$ -	\$ -
Crane	Hours	-	\$ -	\$ -
Pickup Truck - Light Duty	Hours	-	\$ -	\$ -
Pickup Truck - 1 Ton	Hours	-	\$ -	\$ -
Small Tools & Supplies (Consumables)	Hours	-	\$ -	\$ -
Manlift	Hours	-	\$ -	\$ -
Portable Welder	Hours	-	\$ -	\$ -
Other Equipment	Hours	-	\$ -	\$ -
Subtotal Equipment Cost (B)				\$ -

SECTION 3: MATERIALS

Item	Unit	Quantity	Material Cost	
			Unit Price	Total
Material - 01		-	\$ -	\$ -
Material - 02		-	\$ -	\$ -
Material - 03		-	\$ -	\$ -
Material - 04		-	\$ -	\$ -
Material - 05		-	\$ -	\$ -
		-	\$ -	\$ -
			Subtotal Material Cost (C)	\$ -

SECTION 4: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Empire Pump Corporation	Chemical Treatment of Existing Well	\$ 42,591.50
TBD		\$ -
TBD		\$ -
TBD		\$ -
TBD		\$ -
		Subtotal Subcontractors & Consultants (D)
		\$ 42,591.50

SECTION 5: RENTAL EQUIPMENT

Company	Description of Rental Equipment (Supporting quote & information attached)	Total Cost
TBD		\$ -
TBD		\$ -
TBD		\$ -
		Subtotal Rental Equipment (E)
		\$ -

SECTION 6: GENERAL CONDITIONS OF THE WORK

Item	Unit	Quantity	General Conditions Cost	
			Unit Price	Total
Mobilization / Demobilization	LS	1.00	\$ -	\$ -
Permits & Environmental Controls	LS	1.00	\$ -	\$ -
Temporary Facilities & Controls	LS	1.00	\$ -	\$ -
Engineering / Testing	LS	1.00	\$ -	\$ -
Site Support	LS	1.00	\$ -	\$ -
Miscellaneous / Other	LS	1.00	\$ -	\$ -
			Subtotal General Conditions (F)	\$ -

OVERHEAD: 12.00% (% to be taken from matrix)

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

Subtotal General Contractor Costs (1+2+3+5+6): \$ 1,430.00
 O&P (20% of 1+2+3+5+6): \$ 314.60
 Total General Contractor Costs including O&P: \$ 1,744.60

Subtotal Subcontractor Costs (4) \$ 42,591.50
 Subcontractor Profit (5% of 4) \$ 2,129.58
 Total Subcontractor Costs including Profit: \$ 44,721.08

TOTAL GC Cost (Including O&P) and Subcontractor: \$ 44,336.10
 Costs (including Subcontractor Profit): \$ 46,465.68
 Insurance Costs @ 1.0% \$ 443.36
 Bond Costs @ .7% \$ 310.35
 Sales Tax (65% of 9.3%) \$ 2,725.68
 Tax Exemption Credit: \$ -

Subtotal Job Cost: \$ 49,945.07

Project Contingencies \$ -

Project Allowances \$ -

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

TOTAL JOB COST: \$ 49,945.07

Submitted by:

Kristopher M. Lyon
 Project Manager

3.4.2020

Date

List of Requested Contract Approvals - June 18, 2019 Council Meeting

Vendor	Division	GL Account	\$ Amount	PO Total	Amount not to Exceed	Multi-year Approval	Purpose	Contract # (cooperative)	Contract Exp. Date
ICH	Wastewater	54-400-256	120,000.00	120,000.00	120,000.00	NA	Miscellaneous submersible pump repairs		
Vac-Con, Inc.	Sewer	54-408-617	392,859.74	393,000.00	400,000.00	NA	CIP - Combination Sewer Cleaning Vehicle	Sole source HGAC #09-2086	Evergreen 3/31/2020
Peoria Ford	Water	53-403-650	42,887.19	42,887.19	47,000.00	NA	CIP - Vehicle Replacement Program	Peoria Ford ADSPO-166117	3/31/2020
	HURF	21-400-650	42,887.19	126,250.94	47,000.00	NA	CIP - Vehicle Replacement Program	Peoria Ford ADSPO-166117	3/31/2020
	Parks	10-521-650	40,476.56		47,000.00	NA	CIP - Vehicle Replacement Program	Peoria Ford ADSPO-166117	3/31/2020
Midway Chevrolet	Engineering	10-542-650	26,500.00	53,000.00	26,500.00	NA	CIP - Vehicle Replacement Program	Midway Chevy ADSPO-166122	3/31/2020
	Building Safety	10-562-650	26,500.00		26,500.00	NA	CIP - Vehicle Replacement Program	Midway Chevy ADSPO-166122	3/31/2020
Previously approved by Council & all contract extensions									
The Fishel Company	Wastewater	54-408-670	50,000.00		50,000.00	Yes	CIP - Sewer Main Replacement	City of El Mirage JOC # PW19-JOC02	2/5/2022
	Water	53-408-673	50,000.00	325,000.00	50,000.00	Yes	CIP - Well Site Security Improvement	City of El Mirage JOC # PW19-JOC02	
	Water	53-403-255	150,000.00		175,000.00		Well site repairs and services	City of El Mirage JOC # PW19-JOC03	
	Water	53-403-313	40,000.00		50,000.00		Miscellaneous water system repair services	City of El Mirage JOC # PW19-JOC04	
Felix Construction	Water	53-408-673	577,000.00	895,000.00	600,000.00	Yes	CIP - Water storage tank maintenance	City of El Mirage JOC # PW19-JOC02	2/5/2022
	Wastewater	54-408-617	295,000.00	25,000.00	295,000.00	Yes	CIP - WRF blower replacement	City of El Mirage JOC # PW19-JOC02	2/5/2022
Garney Construction	Wastewater	54-408-670	25,000.00	25,000.00	25,000.00	Yes	CIP - WAS Line Rebuild	City of El Mirage JOC # PW19-JOC02	2/5/2020
Ripple Industries	Water	53-408-673	15,000.00	130,000.00	15,000.00	Yes	CIP - Well site PLC upgrade (Phase II)	City of Tucson contract # 130777-02	11/4/2020
	Water	53-403-311	15,000.00	60,000.00	60,000.00	Yes	SCADA system repairs and troubleshooting	City of Phoenix contract # 146104	9/22/2020
Mountain States Pipe & Supply	Water	53-403-220	60,000.00	75,000.00	40,000.00	Yes	Water meters	City of Scottsdale contract #15RP022	6/19/2020
Keller Electrical Industries	Water	53-403-313	40,000.00		40,000.00	Yes	Miscellaneous electrical repairs		
	Wastewater	54-400-313	25,000.00		25,000.00	Yes	Miscellaneous electrical repairs		
	Water	53-408-673	10,000.00		10,000.00	Yes	CIP - Booster Station Improvement		
Vertech	Wastewater	54-400-311	15,000.00	15,000.00	15,000.00	Yes	SCADA system repairs and troubleshooting	City of Avondale contract #14506C	3/19/2020
Parks and Sons	Customer Service	52-400-336	975,000.00	975,000.00	975,000.00	Yes	Residential trash and recycling services	City of El Mirage	Evergreen
	Wastewater	54-400-334	104,500.00	104,500.00	104,500.00	Yes	Sludge disposal	City of El Mirage #PW17-SHD01	6/30/2020
Hill Brothers	Water	53-403-222	28,000.00	113,000.00	28,000.00	Yes	Disinfection of potable water	City of Chandler # WA8-885-3868	6/30/2021
SNF Polydrie Inc.	Wastewater	54-400-222	85,000.00	35,000.00	85,000.00	Yes	Disinfection of effluent water	City of Chandler # WA8-885-3868	6/30/2021
Legend Technical Service	Water	54-400-222	35,000.00	60,000.00	35,000.00	Yes	Chemical for wastewater treatment	City of Tempe #WUD15-113-04	9/15/2019
	Wastewater	53-403-333	35,000.00	47,000.00	35,000.00	Yes	Regulatory compliance sampling	HGAC # 09-2086	Evergreen
OTTO Environmental Systems	Sanitation	54-400-333	25,000.00	47,000.00	25,000.00	Yes	Regulatory compliance sampling		
Plan B Custodial Maintenance	Facilities	52-400-223	47,000.00	87,000.00	47,000.00	Yes	Trash Containers	City of El Mirage PW17-CM01	1/1/2020
	Facilities	10-522-313	87,000.00	87,000.00	87,000.00	Yes	Building Cleaning Services		
Carescape, Inc	Hurf	21-400-313	199,110.00		199,110.00	Yes	Landscaping Maintenance Services	City of El Mirage PW15 - LM09	12/31/2019
	Facilities	10-522-313	50,274.00	397,695.00	50,274.00	Yes			
	Wells	53-403-313	13,480.00		15,000.00				
	Parks	10-521-313	133,311.00		133,311.00				
Brinks Armored Services	Customer Service	53-404-338	7,500.00	7,500.00	7,500.00	Yes	Provide Brinks Armored Car services	City of Glendale # RFP17-24	7/11/2020
Standard Printing Co., Inc	Customer Service	53-404-313	25,500.00	25,500.00	25,500.00	Yes	Customer utility bill printing	City of Buckeye # 2012-142	9/30/2019
RedHawk	Hurf	21-400 -270	103,787.00	103,787.00	103,787.00	Yes	Traffic Signal Maintenance	City of El Mirage PW16 - TSM01	5/10/2020