

Department Name	ACCOUNT ID	Description	FY23 Budget Sub-lines	FY23 Final Budget	FY24 Final Sub-lines	FY24 Final Budget
Wastewater	541-5-7581-311	PROFESSIONAL SERVICES		\$35,000		\$35,000
Wastewater	541-5-7581-313	CONTRACTED SERVICES		\$70,000		\$70,000
Wastewater	541-5-7581-325	TECH/SOFTWARE SUPPORT		\$13,000		\$13,000
Wastewater	541-5-7581-328	EQUIPMENT RENT/LEASES		\$2,000		\$2,000
Wastewater	541-5-7581-334	SLUDGE DISPOSAL		\$104,500		\$120,000
Wastewater	541-5-7581-351	CONFERENCE, SEMINARS & TRAINING		\$6,000		\$6,000
Wastewater	541-5-7581-362	MAILING COST		\$500		\$500
Wastewater	541-5-7581-381	WIRELESS COMMUNICATIONS		\$4,500		\$4,500
Wastewater	541-5-7581-385	BUILDING WATER/SEWER SERVICES		\$6,000		\$6,000
Wastewater	541-5-7581-385	five accounts	\$6,000		\$6,000	
Wastewater	541-5-7581-386	LANDSCAPING/IRRIGATION		\$2,000		\$2,000
Wastewater	541-5-7581-387	UTILITY ELECTRICITY		\$280,500		\$640,000
Wastewater	541-5-7581-418	SPECIAL PROJECTS		\$9,000		\$75,000
Wastewater	541-5-7581-418	Wastewater Capacity Study	\$0		\$75,000	
Wastewater	541-5-7581-418	Computer and Monitor Refresh	\$9,000		\$0	
Wastewater	541-5-7581-436	RATE STUDY		\$28,000		\$6,000
Wastewater	541-5-7581-617	CAPITAL EQUIPMENT PURCHASE		\$21,000		\$9,000
Wastewater	541-5-7581-617	62207- SCADA Software Server Replacement	\$21,000		\$0	
Wastewater	541-5-7581-617	Copier for WRF	\$0		\$9,000	
Wastewater	541-5-7581-617	SCADA Software Server Replacement	\$0		\$0	
Wastewater	541-5-7581-650	VEHICLES		\$0		\$50,000
Wastewater	541-5-7581-717	WIFA - PRINCIPAL		\$25,500		\$27,000
Wastewater	541-5-7581-750	WIFA - INTEREST		\$9,000		\$7,500
Wastewater	541-5-7581-773	TRUST/AGENCY FEES		\$0		\$0
Wastewater	541-5-7581-990	LOSS ON RETIRE/SALE OF ASSETS		\$0		\$0
Wastewater	541-5-7582-224	LAB SUPPLIES		\$7,000		\$7,000
Wastewater	541-5-7582-326	LICENSE AND PERMITS		\$20,000		\$20,000
Wastewater	541-5-7582-333	SAMPLING/TESTING		\$25,000		\$25,000
Wastewater	541-5-7582-351	CONFERENCE SEMINAR TRAINING		\$0		\$7,500
Wastewater	541-5-7582-370	DUES-MEMBERSHIPS-FEES		\$2,000		\$2,000
Wastewater	541-5-7582-370	Storm Membership	\$750		\$750	
Wastewater	541-5-7582-370	AZ Water Membership	\$455		\$455	
Wastewater	541-5-7582-370	Misc. Adjustment	\$795		\$795	
Wastewater	541-5-7585-617	CAPITAL EQUIPMENT PURCHASE		\$0		\$0
Wastewater	541-5-7585-655	SEWER PLANT		\$1,228,500		\$200,000
Wastewater	541-5-7585-655	62079- WW Process Equipment Improvements	\$200,000		\$200,000	
Wastewater	541-5-7585-655	Wastewater Process Equipment Improvements	\$0		\$0	
Wastewater	541-5-7585-655	62107- Reclamation Facility Design	\$1,028,500		\$0	
Wastewater	541-5-7585-656	BUILDING/DATA INFRAS. IMPROV.		\$134,500		\$1,453,500
Wastewater	541-5-7585-656	62343 Public Works Facility Carryforward	\$0		\$120,000	
Wastewater	541-5-7585-656	Public Works Facility	\$134,500		\$1,333,500	
Wastewater	541-5-7585-670	PRE-CONSTRUCTION DESIGN		\$575,000		\$145,000
Wastewater	541-5-7585-670	62227- Collections System Replacement	\$125,000		\$125,000	
Wastewater	541-5-7585-670	Backup Pump for Brisas Lift Station	\$0		\$20,000	
Wastewater	541-5-7585-670	Collections System Replacement Program	\$0		\$0	
Wastewater	541-5-7585-670	Influent Line Replacement at WRF	\$450,000		\$0	
Wastewater	541-5-7585-950	TRANSFER OUT		\$2,100,000		\$2,100,000
Wastewater	541-5-7585-960	DEPRECIATION		\$1,250,000		\$1,300,000
Wastewater	541-5-7586-210	SMALL TOOLS/EQUIP/PARTS		\$1,000		\$1,000
Wastewater	541-5-7586-211	FUEL AND LUBRICANTS		\$6,000		\$6,000
Wastewater	541-5-7586-213	SAFETY EQUIPMENT/SUPPLIES		\$3,000		\$3,000
Wastewater	541-5-7586-221	PIPES, FITTINGS & REPAIRS		\$1,000		\$1,000
Wastewater	541-5-7586-222	CHEMICALS		\$4,000		\$5,000
Wastewater	541-5-7586-253	VEHICLE MAINTENANCE/REPAIRS		\$10,000		\$10,000
Wastewater	541-5-7586-256	WWTP MAINTENANCE/REPAIRS		\$41,000		\$41,000
Wastewater	541-5-7586-311	PROFESSIONAL SERVICES		\$2,000		\$2,000
Wastewater	541-5-7586-313	CONTRACTED SERVICES		\$18,000		\$18,000
Wastewater	541-5-7586-334	SLUDGE DISPOSAL		\$2,000		\$2,000
Wastewater	541-5-7586-418	SPECIAL PROJECTS		\$67,000		\$67,000
Wastewater	541-5-7586-418	GIS Mapping	\$67,000		\$67,000	
Sanitation	591-4-1141-811	TRASH SERVICE CHARGES		\$2,000,000		\$2,585,000
Sanitation	591-5-7881-199	LABOR DISTRIBUTION		\$30,000		\$31,500
Sanitation	591-5-7881-223	GARBAGE CONTAINER/PARTS		\$70,000		\$72,000
Sanitation	591-5-7881-242	HHW EXPENSES		\$20,000		\$20,500
Sanitation	591-5-7881-247	RECYCLING SUPPLIES		\$1,000		\$1,000
Sanitation	591-5-7881-336	TRASH SERVICE CHARGES		\$1,559,500		\$1,779,000
Sanitation	591-5-7881-337	LANDFILL FEES		\$15,000		\$15,500
Sanitation	591-5-7881-360	PRINTING COST		\$3,000		\$3,000
Sanitation	591-5-7881-383	TRASH SERVICE		\$16,000		\$16,500
Sanitation	591-5-7881-390	RECYCLING BIN TRASH PICKUP		\$2,000		\$2,000
Sanitation	591-5-7881-394	BULK TRASH		\$80,000		\$82,000
Sanitation	591-5-7881-950	TRANSFER OUT		\$357,000		\$357,000

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2022, by and between Parks & Sons Of Sun City, Inc., (hereinafter referred to as "Contractor") and the City of El Mirage, Arizona, a municipal corporation, (hereinafter referred to as "City").

Whereas, City issued Invitation to Bid (hereinafter "IFB) No. PW22-SHD01 seeking bids from contractors to provide Sludge Hauling and Disposal Services for the Wastewater Treatment Facility on property owned and/or controlled by City; and,

Whereas, Contractor submitted a response to City IFB No. PW22-SHD01 offering to provide Sludge Hauling and Disposal Services for the Wastewater Treatment Facility from identified property owned and/or controlled by City (hereinafter "Proposal"); and,

Whereas, City has determined that Contractor's Proposal is in conformance with the requirements of IFB No. PW22-SHD01 and best meets the needs of the City.

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, Sludge Hauling and Disposal Services for the Wastewater Treatment Facility, in accordance with the City of El Mirage IFB No. PW22-SHD01 and Contractor's Proposal in response to IFB No. PW22-SHD01, which are hereby specially referred to and by such reference made a part hereof in their entirety. IFB No. PW22-SHD01 shall consist of the following documents, which are incorporated herein by this reference: Notice of Invitation to Bid; Instructions to Bidders; Scope of Work and Project Specifications; General Terms and Conditions; Bid Sheet; Appendix's; and Exhibit's.
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 Proposal in response to IFB No. PW22-SHD01.
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, IFB No. PW22-SHD01 or the Proposal, then this Agreement and the provisions terms of IFB No. PW22-SHD01 shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or IFB No. PW22-SHD01, 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 subcontractor's 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.

7. ATTORNEY'S FEES & DISPUTE RESOLUTION. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.


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

Executed and entered into on the date first written above.

CITY:

CONTRACTOR:

By: J. Crystal Dyches
Its: City Manager


By: RYAN TAYLOR
Its: General Manager

Approved as to form:

City Attorney

Attest:

City Clerk