



NOTICE OF WORK SESSION

In accordance with Section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Work Session meeting at 6:30 p.m. Wednesday, May 4, 2016. The Work Session will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS APPROVED BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE SESION DE TRABAJO

De acuerdo a la Sección 38-431.01 de los Estatutos Revisados del Estado de Arizona, se le informa a los Miembros del Cabildo y al público en general que el Alcalde y el Cabildo de San Luis, Arizona, tendrán una Sesión de Trabajo a las 6:30 p.m. el día Miércoles, 4 de Mayo del 2016. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349, el público está cordialmente invitado.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos Revisados del Estado de Arizona, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar o no dar el consentimiento antes que el Estado o alguna subdivisión política grabe a un menor de edad, ya sea en audio o video. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo/hija menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con el Estatuto Revisado del Estado de Arizona §1-602.A.9.

ESTE AVISO ES APROBADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Work Session
San Luis City Council
San Luis Council
Chambers
1090 E. Union Street
San Luis, AZ 85349
May 4, 2016
6:30 P.M.

MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION

- 1. CALL TO ORDER/ROLL CALL**
- 2. AGENDA ITEM(S):**
 - 2. A.** Discussion on any and all matters regarding the purchase of replacement filtration media for Well Site #3, Manganese Treatment System and that the procurement procedures be waived as permitted in Section 36.01(H) of the San Luis City Code. **(Manuel Rojas, Assistant Public Works Director)**
 - 2. B.** Discussion on any and all matters regarding award of construction contract to CEMEX Construction Materials South, LLC for Lakin Drive Sewer Main and Roadway Improvement Project (Community Development Block Grant Contract #107-16). **(Jenny Torres, Community Development Director)**
 - 2. C.** Discussion on any and all matters regarding the purchase of additional personal protective equipment for newly hired firefighters and that the procurement procedures be waived as permitted in Section 36.01(H) of the San Luis City Code. **(Marc Holyfield, Assistant Fire Chief)**
 - 2. D.** Discussion on any and all matters regarding the adoption of a resolution of the Mayor and Council of the City of San Luis, Arizona, declaring a certain document titled NFPA 1 Fire Code 2012 (National Fire Protection Association 1 Fire Code 2012), a public record and ordering the filing of three (3) copies in the Office of the City Clerk. **(Hank Green, Fire Chief)**
- 3. DISCUSSION ITEM(S):**
 - 3. A.** Discussion on any and all matters regarding the proposed United States Bureau of Reclamation (USBR) 242 Well Field Expansion Project. **(Eulogio Vera, Public Works Director)**
- 4. ADJOURNMENT**

IN THE EVENT A MAJORITY OF THE COUNCIL IS NOT PRESENT, AN INFORMAL PUBLIC WORK SESSION MAY BE HELD.



AGENDA ITEM REVIEW FORM

Work Session**2. A.****Meeting Date:** 05/04/2016**Department Head:** Eulogio Vera, Public Works Director, Public Works Department**Submitted By:** Manuel Rojas, Assistant Public Works Director, Public Works Department**Action Requested:** Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding the purchase of replacement filtration media for Well Site #3, Manganese Treatment System and that the procurement procedures be waived as permitted in Section 36.01(H) of the San Luis City Code. **(Manuel Rojas, Assistant Public Works Director)**

SUMMARY:

Staff, via in house sampling and monitoring, tracked a lack of performance of LayneOx filtration media. Staff sent the filtration media for testing. The current filtration media at Well Site #3 is exhausted and needs replacement. After contacting three (3) vendors, staff recommends waiving procurement process and proceed with the 2nd lowest bidder, Pureflow Filtration Division, a difference in bids of \$584.05.

RECOMMENDATION / SUGGESTED MOTION:

Discussion item only, no action.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form.

Document to be Recorded?: No**N/A**

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	yes
CITY/STATE/FEDERAL FUNDS:	Enterprise Funds
TOTAL:	\$20,490.00
BUDGETED:	\$0.00
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	300-302-70025 Maintenance/Other-REMAINING BALANCE \$25,445.25

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

Manganese Filtration Media replacement at Well Site #3 is not a budgeted item for FY16, we are using 300-302-70025 Maintenance/Other funds to replace the exhausted filtration media. System is currently off line, non operational until the media is replaced.

Attachments

Bids



PUREFLOW FILTRATION DIV.
 6739 Washington Ave., P.O. Box 469, Whittier, Ca 90608-0469
 (800) 926-3426 • (562) 945-3425
 FAX (562) 693-5257
 info@pfdiv.com • www.pfdiv.com

QUOTATION

TO: City of San Luis, AZ
 1090 E. Union St., P.O. Box 3750
 San Luis, AZ 85349

PAGE: 1 of 1
 DATE: March 16, 2016
 QUOTE NO.: P1603270

ATTENTION: Oscar Lara

SUBJECT: Replacement filter media
 three (3) filters.

TELEPHONE: (928) 201-7931

REFERENCE: City of San Luis, AZ
 \Well #3

EMAIL: olara@cityofsanluis.org

WE ARE PLEASED TO OFFER OUR QUOTATION ON THE FOLLOWING

DESCRIPTION

ITEM	QTY	DESCRIPTION	PRICE	EXTENDED
1	3	Complete filter media load for one (1) 42" diameter x 60" straight side shell vertical filter, as follows: support gravel; garnet; Pureflow PM200M catalytic adsorptive media; and anthracite. Inspection during installation of media and start-up instructions included.	\$ 6,830.00	\$ 20,490.00

Price includes freight to San Luis, AZ

Term: See below

Note: Media removal and replacement quotation to follow.

*Represented by REACO Associates LLC
 18011 W Marshall Ct. Litchfield Park, AZ 85340
 623-377-6249 Chuck@ReacoAssociates.com*

NOTE: PRICE DOES NOT INCLUDE ANY TAX UNLESS SPECIFICALLY NOTED

TERMS: 50% deposit with order
 Balance due upon delivery of items purchased

APPROX. DATE OF SHIPMENT: 4 - 5 weeks

EST. SHIPPING WEIGHT: T.B.D.

F.O.B.: San Luis, AZ

PUREFLOW FILTRATION DIV.

By:

Archie MacDonald

Please sign and return original copy.
 Retain duplicate copy for your records.

ACCEPTED BY: _____

Title

IMPORTANT • Prices specified herein are exclusive of all taxes unless specifically noted.
 • This proposal is subject to all terms and conditions printed on face and reverse side.

ORIGINAL-PLEASE SIGN AND RETURN

White - Original Please sign and return 2nd White - Customer Copy Retain for your records Yellow - Representative Copy Pink - Pureflow Copy

**PUREFLOW FILTRATION DIV.
QUOTATION
STANDARD TERMS AND CONDITIONS OF SALE**

1. **AGREEMENT.** The terms and conditions set forth below and on the front side hereof constitute the entire Agreement between the customer named on the front side hereof ("Buyer") and Pureflow Filtration Div., a division of California Environmental Controls, Inc., a California corporation ("Seller").
2. **TERMS OF SALE.** (a) **TAXES:** Unless specifically provided on the front side hereof, prices specified herein on the Goods are exclusive of all local, state, and federal taxes including without limitation taxes on manufacturing, sales, receipts, gross income, occupation, use and all similar taxes, or other taxes of any nature. Wherever applicable, such taxes will be invoiced as a separate charge which Buyer agrees to pay the Seller. (b) **TERMS OF PAYMENT:** Net cash due upon receipt of invoice, unless noted on front side of this quotation, to approved credit accounts. The Buyer agrees to pay Seller an additional charge of one and one-half percent (1 and 1/2%) per month (or such lesser amount equal to the maximum rate permitted by law) on any invoices not paid according to these terms. (c) **SECURITY INTEREST:** Until payment in full of the purchase price herein specified, Seller reserves a security interest in the goods securing payment of such purchase price. (d) **DELIVERY:** Prices quoted are f.o.b. point of origin of shipments unless shipping is specifically included in price offered on front page. Prices include domestic packing for rail or commercial shipments only. Shipment and delivery dates are estimates based upon schedules of Seller's suppliers and are computed from the time of settlement of all details and receipt of full approval of drawings where drawing approval is required. (e) **Field Supervision:** Unless specifically provided on the front side hereof, no installation assistance or field supervision by Seller is included in the terms and conditions of this Agreement.
3. **ENTIRE AGREEMENT.** This agreement supersedes all previous representations, statements, promises, agreements or understandings, written or otherwise. This Agreement is intended by the parties as a final expression of their understanding and no casual or prior dealings shall be relevant to explain any of the terms or conditions hereof. The Seller shall not be bound by any agent's or employee's representations, promises, statements or inducements not set forth in the Agreement, if any inconsistency exists between any typed or handwritten materials on the front hereof and these Standard Terms and Conditions, the former shall be controlling.
4. **ACCEPTANCE.** This quotation is an offer upon the terms and conditions herein specified. Acceptance by the Buyer may be effected by signing a copy of this quotation where specified and returning same to the Seller, or by the Buyer issuing a purchase order and delivering same to the Seller, which shall constitute Buyer's acceptance of this quotation and all of the terms and conditions herein specified. Acceptance of this offer is limited to its terms. Acceptances or confirmation which state additional or different terms from this offer shall be operative as acceptances; provided, however, that all such additional or different terms shall be deemed material alterations within the meaning of Section 2207 (2) (b) of the California Commercial Code, and notice of objection to them pursuant to Section 2207 (2) (c) of the California Commercial Code is hereby given.
5. **CANCELLATION.** Orders may be cancelled by the Buyer only with Seller's written consent and upon payment of reasonable and proper cancellation charges, including factory costs and expenses.
6. **INSPECTION.** Buyer agrees to inspect the goods, supplies, merchandise and material covered hereby ("Goods") immediately upon their receipt by Buyer, secure a written acknowledgement from the delivering carrier as to any loss or damage and within three (3) business days of their receipt and to give written notice to the Seller of any claim that the Goods do not conform with the terms of the Agreement. Failure to make such a claim within the stated period shall constitute an irrevocable acceptance of the Goods and an admission that they fully comply with all of the terms and conditions of the Agreement. Buyer expressly waives any right it may have to revoke acceptance after such three (3) day period.
7. **DELAYS.** Seller shall not be liable for any delays or failures in making shipments or deliveries caused by any contingency beyond Seller's control, or the control of Seller's suppliers or manufacturers, including without limitation, delays or delays brought about by, caused by or in any manner arising from (i) labor conditions including strikes and shortages of labor, (ii) shortages of fuel, power, material or supplies, (iii) transportation failures, (iv) acts of God, fires, floods or weather problems, (v) damage to, or destruction in whole or in part of Goods, vehicles or manufacturing plants, (vi) accidents, or (vii) riots, government interference, embargos, regulations, war, insurrection or terrorist acts. The non-occurrence of the above contingencies with respect to Seller, its suppliers and manufacturers is a basic assumption of this agreement.
8. **DELAY IN INSTRUCTIONS.** Buyer agrees to furnish complete shipping instructions in such a manner as to reach the Seller at its main office ten (10) days before the date for any shipment specified herein. Buyer's failure to so furnish complete shipping instructions shall, without notice, automatically extend the shipping date from day to day until the Buyer furnishes complete shipping instructions, or until the Seller exercises its right to terminate the Agreement.
9. **RISK OF LOSS.** Unless Buyer and Seller specifically agree in writing to modify the terms of Paragraph 2, (d), above, all risk or loss shall pass to the Buyer when the Goods are delivered by Seller to the carrier. In the event that Buyer and Seller agree in writing that the Goods are sold f.o.b. destination, Seller's responsibility for loss or damage terminates upon tender of delivery to Buyer by the carrier and the written acknowledgement and claims procedure provided for in Paragraph 5, above, shall be a precondition to any claim by Buyer for loss or damage in transit.
10. **RETURNS.** In no case are any Goods to be returned to Seller without first obtaining the written permission of Seller, which permission Seller may refuse to give at Seller's sole discretion. Only standard unused Goods as currently manufactured or inventoried by Seller which have been invoiced to Buyer within the previous ninety (90) days will be considered by Seller for return. Special items manufactured to order may not be returned under any circumstances. Goods which Seller accepts for return and credit will, in any event, be subject to a minimum handling and service charge of 25% plus all transportation charges. All returned Goods, if Seller accepts the return thereof, must in any case be securely packaged and shipped, freight prepaid, and the risk of loss shall remain with Buyer until the Seller actually receives the Goods.
11. **DEFAULTS.** In the event Buyer fails to comply with any of the terms of the Agreement; or becomes bankrupt or insolvent or Buyer's financial condition becomes impaired or unsatisfactory to Seller, Seller may do any or all of the following: (a) Terminate the Agreement upon written notice thereof to Buyer without prejudice to Seller's rights to receive any amount then due under the Agreement; (b) Withhold all further deliveries under the Agreement; (c) require that Buyer pay for all future shipments in advance or provide other satisfactory security or guarantees to Seller that all existing and future invoices will be paid on or before their due dates; (d) Make partial shipments only to Buyer, which Buyer agrees to accept; (e) Recall any Goods then in transit and retake the same and repossess all Goods which may be stored with Seller in which case Buyer consents that all Goods so recalled, retaken or repossessed shall become the absolute property of Seller, provided that Buyer is given full credit therefor; (f) Upon written notice to Buyer revise the stated credit terms, if any, contained in this Agreement; (g) Without limitation, exercise any rights or remedies available to Seller under the Uniform Commercial Code as in force and effect on the date of the Agreement; or (h) Without limitation, exercise any other rights or remedies available to Seller under any applicable federal, state or local law.
12. **ATTORNEY'S FEES.** In the event of a default by Buyer of any of the terms or conditions of the Agreement, Buyer agrees to pay all costs of collection and enforcement incurred by Seller including, without limitation, Seller's reasonable attorney's fees and court costs.
13. **RETENTION LIMITATION.** Retention, if any is accepted by Pureflow Filtration Div., shall be limited to a maximum of ten percent (10%) of the contract price. All monies retained shall be paid, in full, upon successful "start-up" of the equipment supplied, or ninety (90) days after shipment of said goods, whichever date first occurs. The payment of monies retained under the terms of this paragraph is not conditioned upon any factors, issues, events or contingencies which are not specifically delineated in this quotation. The right of Pureflow Filtration Division to payment is NOT subject to any payment provisions enforced upon Buyer by the terms of any other contract with either Pureflow or a third party.
14. **CONSEQUENTIAL / LIQUIDATED DAMAGES.** The Buyer agrees that notwithstanding the form in which any legal or equitable action, proceeding or position may be brought or asserted by Buyer against Seller including without limitation claims based upon actual or alleged delays or breaches of warranty, that Seller's liability, if any, arising out of or in any way related to this Agreement, shall be limited to actual money damages in an amount not to exceed the total amount actually paid for the Goods by Buyer. Buyer further agrees that seller shall not, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort, or negligence.
15. **PROPRIETARY MATERIAL.** All drawings, patterns, specifications, and information included in this proposal, and all information otherwise supplied by Pureflow Filtration Div. relating to the design, erection, operation, and maintenance of the goods, including filter media and all treatment processes, is the proprietary and/or confidential material or information of Pureflow Filtration Div. Purchaser shall not disclose such material or information to others or allow others to use such material or information without express written permission from an officer of Pureflow Filtration Div.
16. **GOVERNING LAW / CONSENT TO JURISDICTION:** (a) The terms and conditions set forth herein shall be construed under and in accordance with the laws of the State of California. The parties hereto consent to the jurisdiction and venue of any court of general jurisdiction in the Southeast District of Los Angeles County and the United States District Court for the Central District of California; with respect to any proceedings arising out of or in connection with the Agreement or any purchase hereunder, and further agree that mailing to either party by certified or registered mail shall constitute lawful and valid service of process. (b) No Waiver: No waiver by Seller of any default by Buyer shall be deemed a waiver of any subsequent default by Buyer. (c) Severability: Should any of the terms or conditions of the Agreement be declared invalid or unenforceable, it shall not affect the validity or enforceability of any of the remaining terms and conditions.
17. **VALIDITY.** The price quoted is firm for thirty (30) days, unless otherwise identified on the front of this quotation.
18. **ERRORS.** Pureflow Filtration Div. California Environmental Controls, Inc. reserves the right to correct or identify any stenographic or clerical errors in the quotation without any liability to Pureflow Filtration Div. California Environmental Controls, Inc.
19. **TECHNICAL ADVICE.** Upon Buyer's request, Seller may furnish technical advice with reference to the use of the material sold hereunder, to such extent as Seller has such information conveniently available; however, it is expressly agreed that there is no obligation to furnish any such advice, and that if any advice or assistance is furnished, which will be without charge, it shall be given and accepted at Buyer's risk, and Seller shall not be responsible or liable for the advice or assistance given or results thereof.
20. **WARRANTIES:** Except as provided below, Seller warrants that equipment or parts thereof delivered hereunder meet Seller's standard specification for the equipment or parts, or such other specifications as have been expressly made as part of this Agreement. Equipment and parts sold, but not manufactured, by Seller are warranted to the extent of the manufacturer's original warranty. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER WILL MAKE NO WARRANTY OR MODIFY ANY EXISTING WARRANTY TO ANY CUSTOMER BEYOND ANY WARRANTY STATED BY SELLER'S SPECIFICATIONS. NO LIABILITY WILL RESULT TO EITHER PARTY FROM DELAY IN PERFORMANCE OR NON-PERFORMANCE CAUSED BY CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTY AFFECTED. THE MEASURE OF DAMAGES RECOVERABLE BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER. THIS IS BUYER'S SOLE REMEDY AGAINST SELLER. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT OR PROSPECTIVE, CONSEQUENTIAL OR SPECIAL DAMAGES NOTWITHSTANDING THE FOREGOING. NO EQUIPMENT OR PARTS SHALL BE RETURNED WITHOUT INSTRUCTIONS FROM SELLER'S HOME OFFICE.



City Of San Luis - Dept. Of Publics Works
1311 N. 4th Avenue
San Luis, AZ 85349
Phone: (928) 201-7931
Email: olara@cityofsanluis.org

Project Estimate

Monday, March 28, 2016

Prepared For: Oscar Lara

Prepared By: Norman Sandler

DESCRIPTION: City Of San Luis - Layne Ox Media

Thank you and Antonio for taking time to visit with David and I last week; it was a pleasure meeting you both.

Attached is the requested quote for replacement media, both under-bedding and LayneOx media, for the Layne water treatment system for WS #3. The City being able to remove and dispose of the old media will be a substantial help and greatly reduce the overall cost of the project.

One of the main questions had to do with the condition of the media; a sample was collected. In speaking with the Layne engineers, this topic had been examined back in December of last year. There does seem to be an issue with sand getting into the filter vessel, in fact, the level of "media" in the vessel appeared to be higher than expected, indicating that sand is entering the vessel, but not be washed out.

This sand can "grind" the media into very small particles (fines) that essentially renders the media non-functioning. The addition of a pre-filter would help address this issue, i.e., saving media from destruction and high pressure drops.

Thank you for choosing Layne as your water treatment and supply partner; your support is greatly appreciated,

Norm Sandler

NORMAN J. SENDLER, JR.

Water Treatment Specialist, Water Technologies, Water Resources

LAYNE | water + mineral + energy

Thank you for the opportunity to be your water resource solution.



Terms & Conditions

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except, as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

INSURANCE: Contractor shall provide worker's compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Due upon Receipt. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment, which become permanently unavailable and the cost of the closest substitute, which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job-site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standards of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for, work done, material or equipment furnished or repairs or alterations made by

For any breach hereunder, Contractor shall be liable only for the values of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES,

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorney's fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until Contractor receives payment in full, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair of installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, express or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of actions for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job-site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, or other contractors or any person or entity under Purchaser's control, except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job-site location. In any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT AND SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

FUEL: A fuel surcharge will be applied to all hourly charges (except for equipment rates stated without fuel). The fuel surcharge is a 0.75% increase in hourly rates for every \$0.10 cost increase in the average cost of diesel fuel above the \$4.00 baseline. The cost of fuel over the billing period is defined as the average Retail On-Highway Diesel Prices for the region where the work was completed, published by the Energy Information Administration, posted on eia.doe.gov.

Based on the defined scope of work we estimate the fuel surcharge for this project to be \$0.00. The fuel surcharge will appear on your final bill as a separate line item.

OPERATING COST: An operating supply charge of 1% of the applicable rig operating hourly rates will be added to the invoice to cover daily expendable items (lubricants, rags).

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgement, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.



**Applied
Products
Group, L.L.C.**

23623 N. Scottsdale Road
Suite D3270
Scottsdale, AZ 85255
Phone 480/595-9739
Fax 480/595-1633

Proposal

Proposal # RMDCQ5502
Date 03/31/16
Sales Rep. Ron Clark

To:

City of San Luis
Oscar Lara
1311 N. 4th Ave.
P O Box 3750
San Luis, AZ 85349
United States of America

Ship To:

City of San Luis
Oscar Lara
1311 N. 4th Ave.
P O Box 3750
San Luis, AZ 85349
United States of America

We are pleased to offer the following equipment and services for your consideration;

Qty	Part Number	Description
120		Well 3 filter media for 3 vessels. Each vessel will require 40 cubic feet of media.
1		Freight

SubTotal	\$24,400.00
Sales Tax	\$1,860.30
Shipping	\$0.00
Total	\$26,260.30

This proposal is based on well data supplied by the city. Please confirm quantities.

Taxes are included
Freight is Prepay and add.



Layne Christensen Company

LayneOx™ is a high rate, granular filter media used for removing Arsenic, Hydrogen Sulfide, Iron and Manganese from water supplies. LayneOx™ operates both as a classical filter and as a catalyst in conjunction with an oxidant as water enters the media bed. The oxidized compounds enter the media bed then precipitate and adsorb to the LayneOx™. The precipitate is then backwashed to a small sand drying bed and disposed of as non-hazardous waste.

Advantages:

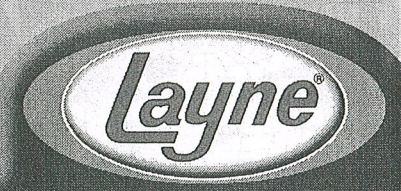
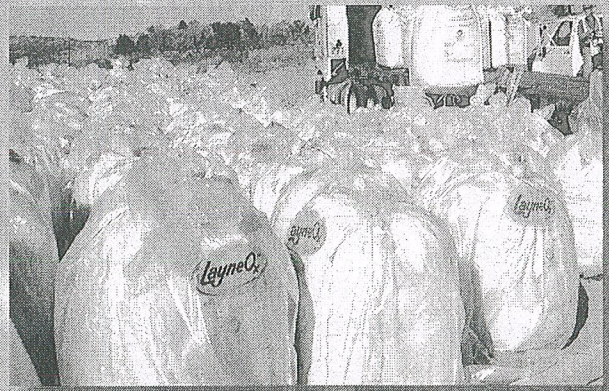
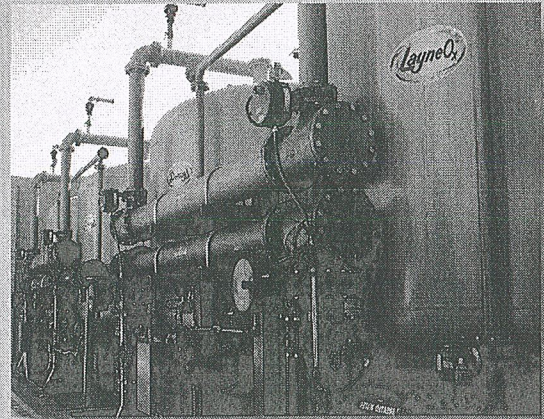
- Ability to process high flow rates with low pressure drop
- Continuous regeneration
- Ability to be utilized with common oxidants including:
 - MIOX, Ozone, Cl₂, Sodium Hypochlorite, Potassium Permanganate
- Instantaneous Reaction time with oxidant additive
- Converts:
 - Ferric Iron to Ferrous Iron, Arsenite to Arsenate, H₂S to Sulfur, Manganese to MnO₂
- Allows adequate reaction time for the formation of Ferric Hydroxide and Ferric Arsenate
- Allows for adsorption and physical straining of floc until media requires backwashing

Product Specification:

- Trade name LayneOx™
- Color Black
- Form Particulate
- Bound Moisture Content Less than 5% as shipped
- Bulk Density-Loose Packed 110-115 pounds/cu foot
- Hardness 97 -Ball Pan
- Manganese Dioxide 80% Average throughout media matrix
- Uniformity Coefficient 1.45
- Particle Size Range 8x20 mesh
- ANSI/NSF 61 Certified without limitations for use in potable water
- Preconditioning Washed and Screened to size
- Percent finer than 20 mesh 5% max
- Percent coarser than 8 mesh 5% max
- Packaging Super sacks or 55 pound bags

Operating Conditions:

- pH range 6 - 9
- Temperature Groundwater ambient
- Surface loading rate 8-15 gpm/ft²
- Pressure drop (bed & under drain) 2 psig @ 15 gpm/ft²
- Terminal Δ P 10 psig
- Bed depth 36 - 48 inches
- Media contact time 2 minutes
- Air Scour rate 3 scfm/ft²
- Backwash rate (w/ air scour) 12-15 gpm/ft²/ for 5-10 minutes
- Backwash rate (w/o air scour) 30 gpm/ft²/ for 3 minutes
- Backwash frequency typically once every 24-48 hours
- Bed expansion freeboard 70% of bed depth
- Media Life Over 10 years
- Regeneration Continuous w/ oxidant addition
- Removal efficiency 90%-Arsenic, 95-99%-Iron, 99%-Manganese
- Oxidant point of addition Inlet to LayneOx™ filter
- Oxidant Dosage 0.5 - 2 ppm





AGENDA ITEM REVIEW FORM

Work Session**2. B.****Meeting Date:** 05/04/2016**Department Head:** Jenny Torres, Community Development Director, Community Development Department**Submitted By:** Dania Castillo, Economic Development Assistant, Community Development Department**Action Requested:** Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding award of construction contract to CEMEX Construction Materials South, LLC for Lakin Drive Sewer Main and Roadway Improvement Project (Community Development Block Grant Contract #107-16). **(Jenny Torres, Community Development Director)**

SUMMARY:

The City of San Luis intends to award CEMEX Construction Materials South, LLC the construction contract for Lakin Drive Sewer Main and Roadway Improvement Project (Community Development Block Grant Contract #107-16) in the amount of **\$432,629.00**. The contractor was selected competitively by sealed bids and was the lowest bidder determined to be qualified and capable of performing the contract. Project will be funded by a Community Development Block Grant from the Arizona Department of Housing.

RECOMMENDATION / SUGGESTED MOTION:

Discussion item only, no action.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form.

Document to be Recorded?: No**N/A**

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	\$432,629.00
TOTAL:	\$432,629.00
BUDGETED:	\$432,629.00
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	255-210-90015.216 CAPITAL OUTLAY-CIP CDBG #107-16 LAKIN DRIVE IMPROVEME/REMANING BALANCE \$449,778.82

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

Project will be funded by Community Development Block Grant Contract #107-16 from the Arizona Department of Housing and City Leverage Funds.

Attachments

Contract

Bid Tabulation

Map

CONTRACT

For the Construction of

**City of San Luis
Lakin Drive Sewermain and Roadway Improvement Project
(CDBG Contract # 107-16)**

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between _____ (CONTRACTOR) of the City of _____, County of _____, and State of _____, party of the first part, hereinafter designated the CONTRACTOR, and the City of San Luis, Arizona, party of the second part, hereinafter designated the OWNER.

WITNESSETH: That the CONTRACTOR, for and in consideration of the sum to be paid him by the OWNER, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I -- SCOPE OF WORK: The CONTRACTOR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **City of San Luis Lakin Drive Sewermain and Roadway Improvement Project (CDBG Contract # 107-16)** and to completely and totally construct the same and install the materials therein for the OWNER, in a good and workmanlike and substantial manner and to the satisfaction of the OWNER through its engineers and under the direction and supervision of the ENGINEER, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specification prepared by the engineers for the OWNER, and with such modifications of the same and other documents that may be made by the OWNER through the ENGINEER or his properly authorized agents, as provided herein.

ARTICLE II -- CONTRACT DOCUMENTS: The ADVERTISEMENT FOR BIDS, BID SCHEDULE, Additive Bid Items, if any, PLANS, SPECIFICATIONS, General Conditions, Special Provisions, Addenda, if any, PROPOSAL, BID SURETY BOND, Yuma County Public Works Standard, Vol. 1, [Details] and Vol. 2, [Specifications], City of Yuma Construction Standard [Detail Drawing], CONTRACT SURETY BOND, LABOR AND MATERIALS SURETY BOND, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this CONTRACT to the same extent as if set forth herein in full.

ARTICLE III - LEGAL ARIZONA WORKERS ACT COMPLIANCE: To the extent applicable under A.R.S. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The CONTRACTOR or 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 Owner. Owner retains the legal right to randomly inspect the papers and records of the CONTRACTOR and its subcontractors who work on the Agreement to ensure that the CONTRACTOR and its subcontractors are complying with the above-mentioned warranty. The CONTRACTOR and its subcontractors warrant to keep the

papers and records open for inspection during normal business hours by Owner and to cooperate with Owner's inspections.

ARTICLE IV – CERTIFICATION OF NO SCRUTINIZED BUSINESS OPERATIONS: Pursuant to A.R.S. § 35-397, CONTRACTOR hereby certifies that it does not have scrutinized business operations, as define in A.R.S. § 35-391(15), in Sudan, and that it does not have scrutinized business operations, as defined in A.R.S. § 35-393 (12), in Iran.

ARTICLE V - CONFLICT OF INTEREST: All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

ARTICLE VI - TIME OF COMPLETION: The CONTRACTOR further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the PROPOSAL Pamphlet [**120 calendar days** from date of Notice to Proceed].

ARTICLE VII - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the CONTRACT DOCUMENTS, which are a part hereof and in accordance with the directions of the Owner, through its Engineer, and to his satisfaction, the Owner agrees to pay the said CONTRACTOR the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the PROPOSAL made a part hereof, and to make such payments within forty-five (45) days after final inspection and acceptance of the work.

ARTICLE VIII – INDEMNIFICATION: The CONTRACTOR hereby agrees to indemnify and save harmless the City of San Luis, and any jurisdiction or agency issuing permits for any work included in the PROJECT, their officers, agents and representatives from all suits, action, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the CONTRACTOR or his agents, or from any claims of amounts arising or recovered under Workmen's Compensation laws or any other law, bylaw, ordinance, or order or decree.

IN WITNESS WHEREOF, the original CONTRACT will be filed with the City of San Luis Clerk.

The CONTRACTOR agrees that this CONTRACT, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount[s], as bid in the PROPOSAL. The OWNER shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of Dollars (\$_____).

ATTEST: this ____ day of _____, 2016

CONTRACTOR [Party of the First Part]

Signature

Name and Title

Witness [If CONTRACTOR is an individual] [Date]

Name and Title

ATTEST: this ____ day of _____, 2016

City of San Luis
[Owner -- Party of the Second Part]

Tadeo A. De La Hoya
Interim City Manager

CITY OF SAN LUIS
LAKIN DRIVE SEWERMAIN AND ROADWAY IMPROVEMENT PROJECT
(CDBG CONTRACT #107-16)

BID TABULATION

Bid No.	Description	Estimated Quantities	Unit	Bidder No. 1		Bidder No. 2		Bidder No. 3	
				CEMEX		DPE		LPC Construction	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization	1	LS	\$8,740.00	\$8,740.00	\$7,532.00	\$7,532.00	\$15,000.00	\$15,000.00
2	Storm Water Pollution Prevention Plan	1	LS	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
3	Maintenance and Protection of Traffic	1	LS	\$19,000.00	\$19,000.00	\$7,400.00	\$7,400.00	\$15,500.00	\$15,500.00
4	Construction Staking	1	LS	\$17,000.00	\$17,000.00	\$16,800.00	\$16,800.00	\$14,633.50	\$14,633.50
5	Remove Existing Asphalt (Any thickness)	5822	SY	\$2.00	\$11,644.00	\$2.00	\$11,644.00	\$10.63	\$61,887.86
6	Remove Existing Concrete Curb (Any Type)	2367	LF	\$2.00	\$4,734.00	\$1.00	\$2,367.00	\$2.58	\$6,106.86
7	Remove Sidewalk, Driveway, and Slab (Flat Work)	1547	SY	\$8.00	\$12,376.00	\$1.00	\$1,547.00	\$13.01	\$20,126.47
8	Remove Existing Guard Rail with Post	1	LS	\$933.00	\$933.00	\$285.00	\$285.00	\$800.00	\$800.00
9	Remove Existing 8" PVC Sewermain	677	LF	\$17.00	\$11,509.00	\$10.00	\$6,770.00	\$6.20	\$4,197.40
10	Asphalt Pavement Section No. 1 (3" AC / 8" ABC)	5965	SY	\$23.00	\$137,195.00	\$27.00	\$161,055.00	\$25.78	\$153,777.70
11	Grading for Pavement	5965	SY	\$2.00	\$11,930.00	\$3.00	\$17,895.00	\$5.06	\$30,182.90
12	Roadway Over Excavation (Top 12" of Subgrade)	601	CY	\$10.00	\$6,010.00	\$57.00	\$34,257.00	\$33.32	\$20,025.32
13	Rolled Curb and Gutter / 4" ABC (Yuma County Std 3-140)	1659	LF	\$11.00	\$18,249.00	\$15.00	\$24,885.00	\$10.98	\$18,215.82
14	Vertical Curb and Gutter / 4" ABC (Yuma County Std 3-120)	115	LF	\$43.00	\$4,945.00	\$20.00	\$2,300.00	\$17.41	\$2,002.15
15	Curb and Gutter Transition (Yuma County Std 3-190)	2	EA	\$156.00	\$312.00	\$100.00	\$200.00	\$250.00	\$500.00
16	Concrete Sidewalk / 4" ABC (Yuma County Std 3-270)	7832	SF	\$3.00	\$23,496.00	\$3.50	\$27,412.00	\$3.75	\$29,370.00
17	Driveway and Parkway (T=6")	1087	SF	\$3.00	\$3,261.00	\$5.00	\$5,435.00	\$4.58	\$4,978.46
18	Sidewalk Ramp (City of Yuma Std 3-280, Modified to Rolled Curb)	1603	SF	\$4.00	\$6,412.00	\$5.00	\$8,015.00	\$5.46	\$8,752.38
19	Sidewalk Ramp (City of Yuma Std 3-280)	130	SF	\$6.00	\$780.00	\$5.50	\$715.00	\$11.08	\$1,440.40
20	Cross Gutter (Yuma County Std 3-170)	5217	SF	\$8.00	\$41,736.00	\$7.00	\$36,519.00	\$4.85	\$25,302.45
21	Storm Drain Spillway (Detail 3, Sheet D-2)	1	LS	\$2,177.00	\$2,177.00	\$950.00	\$950.00	\$1,500.00	\$1,500.00
22	8" Diameter SDR-35 PVC Sewer Line	677	LF	\$58.00	\$39,266.00	\$62.00	\$41,974.00	\$33.85	\$22,916.45

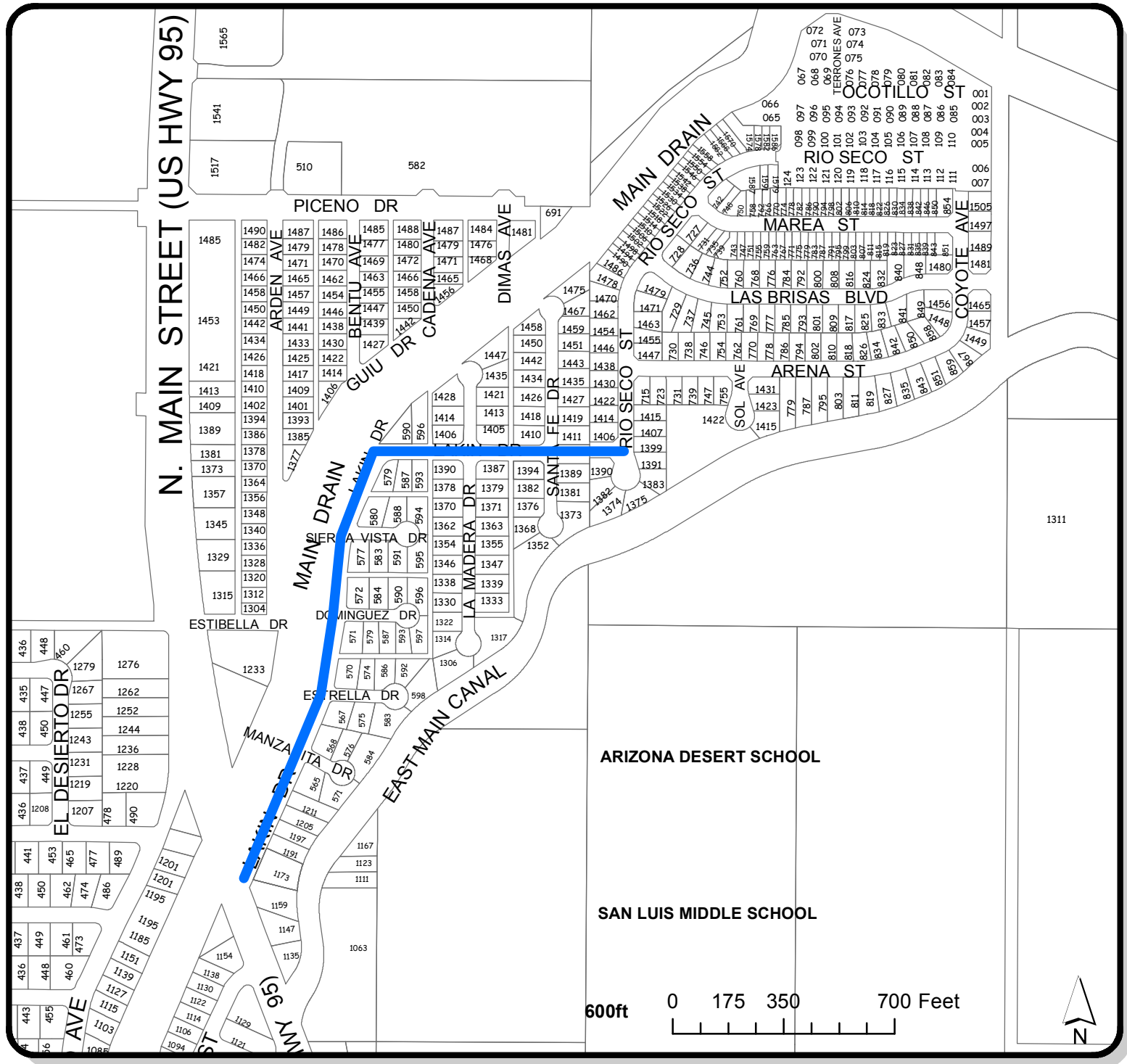
CITY OF SAN LUIS
LAKIN DRIVE SEWERMAIN AND ROADWAY IMPROVEMENT PROJECT
(CDBG CONTRACT #107-16)

BID TABULATION

Bid No.	Description	Estimated Quantities	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
23	4" Diameter C-905 Sewer Service / Connect to Existing Sewer Service at the Right-of-way line (City of Yuma Std 5-021)	10	EA	\$1,182.00	\$11,820.00	\$1,390.00	\$13,900.00	\$990.00	\$9,900.00
24	24" Diameter, CL III, D-1350, R.G.R.C.P.	48	LF	\$111.00	\$5,328.00	\$225.00	\$10,800.00	\$9.38	\$450.24
25	Storm Drain Spillway and Inlet Headwall (Detail 1, Sheet D-2)	1	LS	\$9,207.00	\$9,207.00	\$11,485.00	\$11,485.00	\$8,500.00	\$8,500.00
26	Survey Monument (Yuma County Std 4-080)	2	EA	\$156.00	\$312.00	\$300.00	\$600.00	\$900.00	\$1,800.00
27	Adjust Ex Manhole with new Frame & Cover (City of Yuma Std 5-030 and 5-040)	7	EA	\$1,058.00	\$7,406.00	\$725.00	\$5,075.00	\$685.00	\$4,795.00
28	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-210)	22	EA	\$361.00	\$7,942.00	\$400.00	\$8,800.00	\$350.00	\$7,700.00
29	Pavement Marking, 4" Solid Double Yellow Thermoplastic Stripe (4"SDY)	245	LF	\$6.00	\$1,470.00	\$7.00	\$1,715.00	\$5.50	\$1,347.50
30	Pavement Marking, 24" Solid White Thermoplastic Stop Bar	23	LF	\$12.00	\$276.00	\$15.00	\$345.00	\$10.85	\$249.55
31	Pavement Marking, 12" Solid White Thermoplastic Cross Walk	121	LF	\$7.00	\$847.00	\$8.00	\$968.00	\$6.65	\$804.65
32	Pavement Marking, 8" Solid White Thermoplastic	23	LF	\$6.00	\$138.00	\$15.00	\$345.00	\$5.90	\$135.70
33	Pavement Legend Left Arrow	1	EA	\$178.00	\$178.00	\$200.00	\$200.00	\$384.92	\$384.92
				TOTAL	\$432,629.00	TOTAL	\$474,190.00	TOTAL	\$498,283.68

Comments:

Bids received by Bidders 1 and 2 did not present any arithmetic errors. The bid received by Bidder 3 was originally \$509,340.00, and after corrections in bid items 1-2, 5-7, 10-14 16-18, 20, and 24 the bid total came to \$498,283.68. Bidder 1 (CEMEX) is the lowest responsive bidder.



Location Map

LAKIN DR

Date:
5/5/2015

Approved By:



Prepared By:
IG

Revised :

Case No.



AGENDA ITEM REVIEW FORM

Work Session

2. C.

Meeting Date: 05/04/2016

Department Head: Hank Green, Fire Chief, Fire Department

Submitted By: Hank Green, Fire Chief, Fire Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding the purchase of additional personal protective equipment for newly hired firefighters and that the procurement procedures be waived as permitted in Section 36.01(H) of the San Luis City Code. **(Marc Holyfield, Assistant Fire Chief)**

SUMMARY:

The City of San Luis Fire Department is requesting authorization to purchase three (3) sets of personal protective equipment (PPE) for our three (3) newest firefighters and to approve the purchase without the formal requirement of requesting three (3) verbal quotes, as is allowed under the City of San Luis Purchasing Code § 36.01(H). The reason for this request is that FDC Rescue Products was the successful, lowest and responsive bidder when we went to formal bid last year, for the purchase of the original issue of thirty-four (34) sets of PPE. In order for the San Luis Fire Department to have the uniform style, composition and construction as those purchased previously, the purchase will need to be from FDC Rescue Products.

RECOMMENDATION / SUGGESTED MOTION:

Discussion item only, no action.

Supporting information not attached to the Agenda Item Review Form:

Supporting document attached.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$8,332.74
BUDGETED:	YES
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	100-182-60025/REMAINING BALANCE \$8,355.59

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

Account Description: Uniforms

Vendor will honor prices quoted until action taken to purchase.

Balance of \$32.85 remaining after requested amount has been encumbered. H. Green: 2016-04-12

Attachments

Bid 5086



Quotation # 5086

Bill To: San Luis Fire Department
Accounts Payable
P.O. Box 445
San Luis, AZ 85439-0445

Ship To: San Luis Fire Department
Attn: Ch. Green
1165 North McCain Avenue
San Luis, AZ 85349-0445

Date	Terms	<i>All quotations valid for 30 days unless otherwise indicated.</i>	F.O.B.		Rep
2/23/2016	Net 30			Richmond, Quebec	
Part Number	Description		Qty	Cost	Total
INNO55Q3	<p>INNOTEX 55Q3 Custom Turnout Gear - Certified: NFPA 1971 Outer Shell: PBI®/KEVLAR® with Matrix™ Technology 7.5 oz. / Color: GOLD Moisture Barrier: CROSSTECH® Black Type 2F Thermal Liner: Quantum 3D™ SL2i 7.7 oz Standard Features: Bar tacks on all stress areas, Double stitched reflective trim, All seams locked stitched, 8 bar tacks per pocket, Snap-In Liners, Two Layers of Thermal Liner on Shoulders and Knees, New York Style 3" L/Y Triple Trim, Ara-Shield® reinforcement on cuffs (Gold)</p> <p>Coat Features: Patented BR1 6 Layer 3" Collar™, 32" Style coat w/ Retractable Action Back™, Reverse "L" Storm Flap w/ Zip & Velcro® Closure, Hook & Loop 2"x 2" Throat flap, Drag Rescue Device (DRD), Pre-formed arms with articulated elbows, "Reach-Flex™" gusset on sleeves, Radio pocket, Two (2) 8" x 10" Semi-bellows pockets, Wristlet Water Evacuation System™ (WWES), Nomex® tube Wristlet with thumb hole, Nomex American and Arizona flags on sleeves, D-Ring on loop & Clip on loop mounted on coat pocket flaps with re-enforcement patches. Names on removable patches at rear of coat.</p> <p>Pant Features: Regular waist pants w/ High Back, Zipper w/ Velcro® Closure w/ Double fly protection, Two (2) Full Bellows 10"x 10" pockets, Removable EMK™ (Enhanced Mobility Knees) in Ara-Shield® (Gold) w/ 2 layers of 14 oz. FR Nomex Padding, Waist adjustments with Alligator clips, Deluxe "H" Style Cotton Reflective Suspenders with padding, Kevlar Belt with 5 Belt Loops</p> <p>Built per INNOTEX Quote</p>		3	2,536.24	7,608.72T
Shipping	Shipping & Handling		1	82.50	82.50
If this quote is approved, please sign, insert PO number and return fax to our office. Thank You!			Subtotal		\$7,691.22
			Sales Tax (8.3%)		\$631.52
			Total		\$8,322.74

www.FDCrescue.com



To accept quotation, sign here. _____

Your Purchase Order No. _____



AGENDA ITEM REVIEW FORM

Work Session**2. D.****Meeting Date:** 05/04/2016**Department Head:** Hank Green, Fire Chief, Fire Department**Submitted By:** Kay Macuil, City Attorney, Attorney's Office**Action Requested:** Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding the adoption of a resolution of the Mayor and Council of the City of San Luis, Arizona, declaring a certain document titled NFPA 1 Fire Code 2012 (National Fire Protection Association 1 Fire Code 2012), a public record and ordering the filing of three (3) copies in the Office of the City Clerk. **(Hank Green, Fire Chief)**

SUMMARY:

This requested action is the first step to update the City of San Luis Fire Code by adopting NFPA 1 Fire Code (2012 Edition) and its Amendments. The Amendments will be developed following discussions and actions by the City of San Luis Fire Department, City of San Luis Building Appeals Board and ultimately the City of San Luis City Council.

The City of San Luis Fire Department is currently using (enforcing) the NFPA 1 Uniform Fire Code 2003. The City of Yuma and the City of Somerton have adopted NFPA 1 Fire Code 2012. When adopted, municipal fire departments, code enforcement, building construction and building inspections will be under the same Fire Code.

Fire Inspector Richard Bauermann will present the NFPA 1 Fire Code 2012 to the Building Appeals Board on Friday, April 29, 2016. With their approval and concurrence, proposed adopting ordinance will be presented to the Mayor and City Council for approval of the First Reading of NFPA 1 Fire Code 2012 and its amendments next week. The final time this item will be before the City Council will probably be in late May or early June for the Second Reading and final adoption of the ordinance.

RECOMMENDATION / SUGGESTED MOTION:

Discussion only, no action.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A
CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

By adopting the 2012 Fire Code, the City anticipates savings in applying for grants.

Attachments

Resolution-Fire Code DRAFT 5/4/2016

NO.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, DECLARING A CERTAIN DOCUMENT TITLED NFPA 1 FIRE CODE 2012 (NATIONAL FIRE PROTECTION ASSOCIATION 1 FIRE CODE 2012), A PUBLIC RECORD AND ORDERING THE FILING OF THREE (3) COPIES IN THE OFFICE OF THE CITY CLERK

WHEREAS, it is necessary to periodically review and update the fire and life safety standards of the community; and,

WHEREAS, pursuant to Arizona Revised Statutes § 9-802 the City may adopt these fire and life safety standards by reference; and

WHEREAS, these fire and life safety standards need to be declared as a public record in order to adopt by reference; and

WHEREAS, significant public input has occurred and publication has been made available through the website of: www.nfpa.org/1 for review.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of San Luis that a document titled *NFPA 1 Fire Code 2012* is declared a public record and ordered that three copies are to remain on file in the Office of the City Clerk.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this _____ day of _____, 2016.

Gerardo Sanchez
Mayor

ATTESTED:

APPROVED AS TO FORM:

Sonia Cornelio
City Clerk

Kay Marion Macuil
City Attorney



AGENDA ITEM REVIEW FORM

Work Session**3. A.****Meeting Date:** 05/04/2016**Department Head:** Eulogio Vera, Public Works Director, Public Works Department**Submitted By:** Eulogio Vera, Public Works Director, Public Works Department**Action Requested:** Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding the proposed United States Bureau of Reclamation (USBR) 242 Well Field Expansion Project. **(Eulogio Vera, Public Works Director)**

SUMMARY:

A little over a year ago USBR Yuma Area Office staff contacted the City of San Luis and presented a conceptual plan of some proposed pipelines that they wanted to install within the City's Avenue E right of way starting at County 25th Street going north. Since then, the proposed alignment and design has been fine tuned and now its planned to run along Avenue D, just east of the existing roadway, from County 25th Street to the north City limits. The proposed improvements will consist of two high density polyethylene pipelines, one to be 42 inches in diameter and the other to be 48 inches. Project is to be entirely funded by federal dollars and may start as early as October 2016 with an estimated construction duration of 18 months. This project will help USBR with their water deliveries and quality.

RECOMMENDATION / SUGGESTED MOTION:

Discussion item only, no action.

Supporting information not attached to the Agenda Item Review Form:

Supporting information attached to this Agenda Item Review Form.

Document to be Recorded?: No**N/A**

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	Federal
TOTAL:	N/A
BUDGETED:	N/A
AVAILABLE TO TRANSFER:	N/A

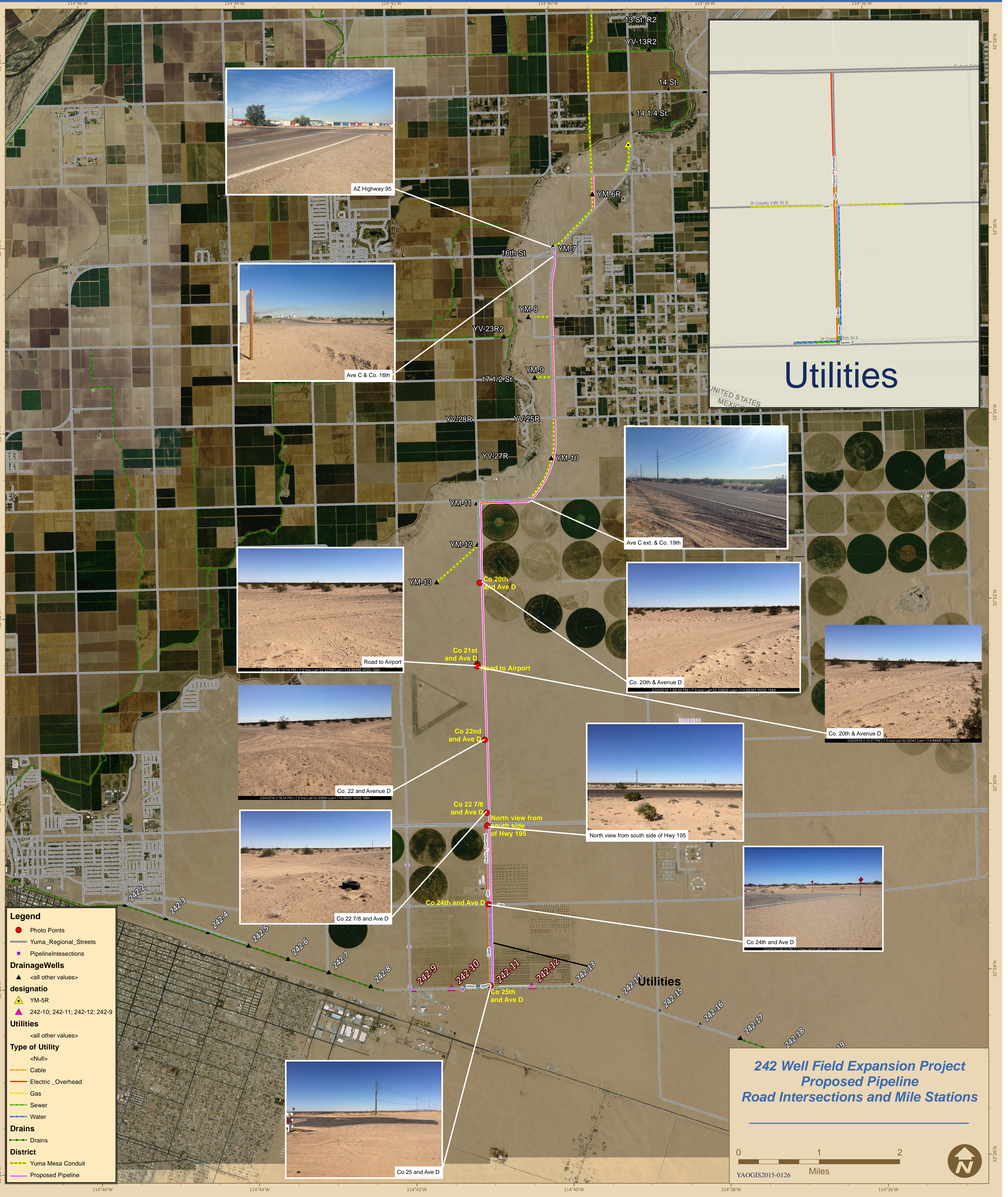
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: N/A**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

No City Funds will be used for this project.

Attachments

Proposed Improvements

City Limits and Proposed Imp.



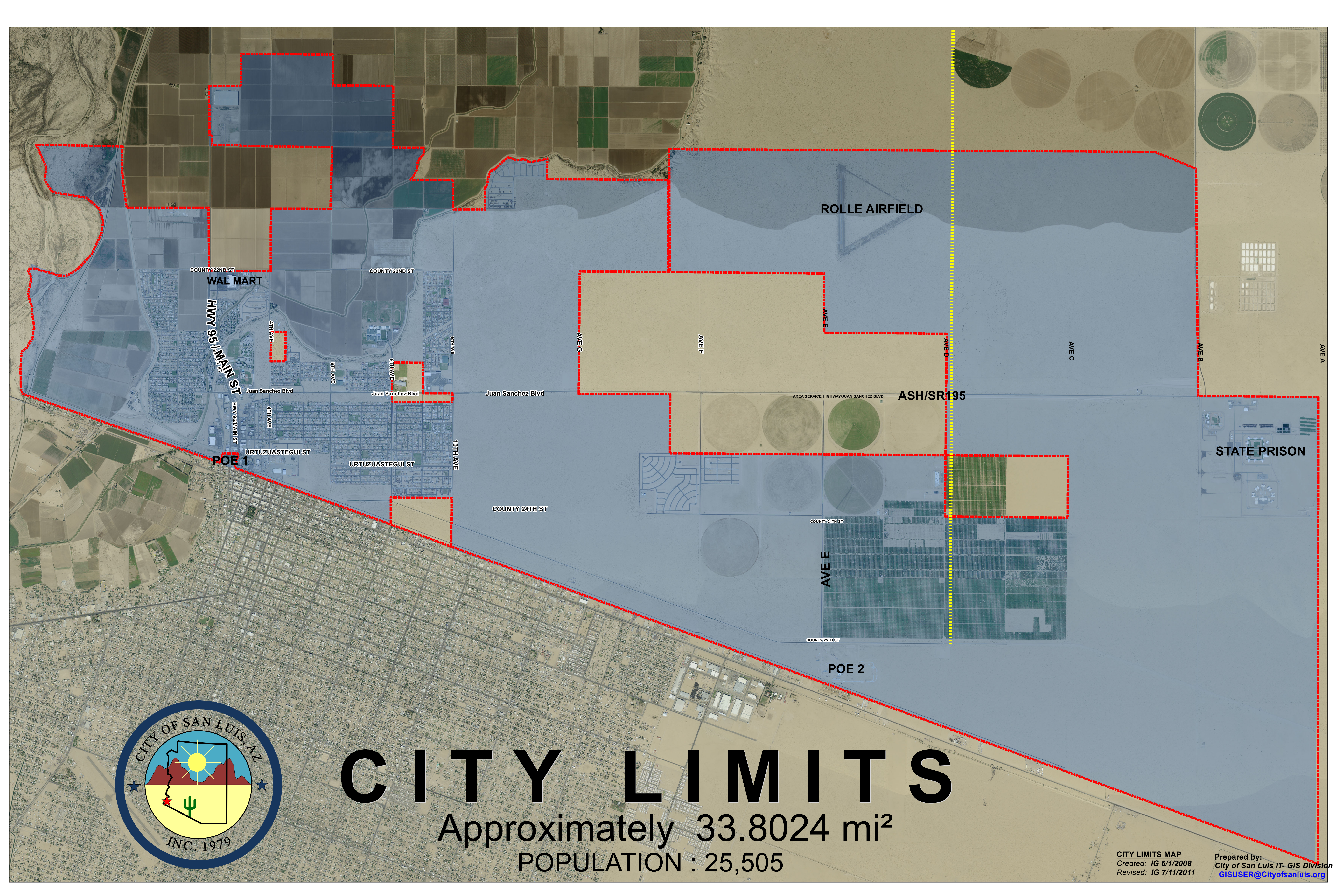
Utilities

- Legend**
- Photo Points
 - Yuma_Regional_Streets
 - ✕ PipelineIntersections
 - DrainageWells**
 - ▲ <all other values>
 - designatio**
 - ▲ YM-5R
 - ▲ 242-10; 242-11; 242-12; 242-9
 - Utilities**
 - <all other values>
 - Type of Utility**
 - <Null>
 - Cable
 - Electric_Overhead
 - Gas
 - Sewer
 - Water
 - Drains**
 - Drains
 - District**
 - Yuma Mesa Conduit
 - Proposed Pipeline

**242 Well Field Expansion Project
Proposed Pipeline
Road Intersections and Mile Stations**

0 1 2
Miles

YAOGIS2015-0126



CITY LIMITS

Approximately 33.8024 mi²
POPULATION : 25,505