

Valerie Molina Mayor

Ricardo Vital Vice Mayor

Mary Bravo Councilmember

Anita Cota Soto Councilmember

Gloria Cota Councilmember

Elvira Osuna Councilmember

Joe Sánchez Councilmember

Agendas/Minutes: www.guadalupeaz.org

Town Council Chambers 9241 S. Avenida del Yaqui Guadalupe, AZ 85283 Phone: (480) 730-3080 Fax: (480)-505-5368

# \*\*\*DUE TO COVID-19, SEATING CAPACITY IS LIMITED TO NO MORE THAN 10 ATTENDEES\*\*\*

# \*\*\*MEETING BROADCAST LIVE ON TOWN OF GUADALUPE FACEBOOK PAGE\*\*\*

# NOTICE OF REGULAR MEETING OF THE GUADALUPE TOWN COUNCIL

# **TUESDAY, NOVEMBER 24, 2020**

6:00 P.M.
GUADALUPE TOWN HALL
9241 SOUTH AVENIDA DEL YAQUI, TOWN HALL LOBBY
GUADALUPE, ARIZONA

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Town of Guadalupe Council and to the general public that the Guadalupe Town Council will hold a meeting, open to the public, on Tuesday, November 24, 2020, at 6:00 P.M., at Guadalupe Town Hall, 9241 South Avenida del Yaqui, Town Hall Lobby, Guadalupe, Arizona.

# **AGENDA**

- A. CALLTOORDER
- B. ROLL CALL
- C. INVOCATION/PLEDGE OF ALLEGIANCE
- D. APPROVAL OF MINUTES: None.
- E. CALL TO THE PUBLIC: An opportunity is provided to the public to address the Council on items that are not on the agenda or included on the consent agenda. A total of 3 minutes will be provided for the Call to the Audience agenda item, unless the Council requests an exception to this limit. Please note that those wishing to comment on agenda items posted for action will be provided the opportunity at the time the item is heard.
- F. MAYOR and COUNCIL PRESENTATIONS: None.
- G. DISCUSSION AND POSSIBLE ACTION ITEMS:
- 1. PUBLIC HEARING COMMUNITY BLOCK GRANT PROGRAM (RESOLUTION NO. R2020.34): Hold a public hearing to obtain maximum feasible citizen involvement in the planning of specific Housing and Urban Development Community Block Grant projects for fiscal year 2021-2022. Council may provide direction to the Town Manager / Clerk. (related to G2)
- 2. COMMUNITY BLOCK GRANT PROGRAM (RESOLUTION NO. R2020.34): Council will consider and may take action to approve Resolution No. 2020.34 authorizing the Town to submit an application to the Maricopa County Housing and Community Development Divisions for funding under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program to be utilized for a wastewater system rehabilitation project consisting of the repair and replacement of nine sewer line segments totaling 3,297 linear feet of pipe and nine manhole structures with engineering



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Town Council Chambers 9241 S. Avenida del Yaqui Guadalupe, AZ 85283 Phone: (480) 730-3080 Fax: (480)-505-5368 design/construction document preparation, construction bid process oversight, construction management, quality control and inspection and authorizing the Mayor and Town Manager / Clerk to execute any documents in furtherance of this application. The requested grant funding amount totals \$544,438 for fiscal year 2021-2022. The application submittal deadline is December 3, 2020. Council may provide direction to the Town Manager / Clerk. *(related to G1)* 

- 3. PUBLIC SAFETY, SERVICE, OPERATIONS AND FACILITY NEEDS, TOWN HALL FRONT SERVICE DESK AND COMMUNITY ACTION PROGRAM (CAP) COVID-19 SAFETY CONTRUCTION CONTRACT: Council will consider and may take action to award a contract (C2020-48) to TSG Constructor, LLC in the amount of \$417,000for COVID-19 safety and public health improvements, construction, and renovation to the Guadalupe Town Hall and Community Action Program (CAP) offices. The project will include sanitary upgrades to Town Hall lobby restrooms, front desk reception area, CAP office interior offices, and foodbank storage areas. This contract is funded through the COVID-19 Relief Funds of \$2 million received from the Pascua Yaqui Tribe, as approved by Town Council at their August 13, 2020 meeting. Council may provide direction to the Town Manager / Clerk. (material will be provided in a revision packet)
- H. TOWN MANAGERS' COMMENTS
- I. COUNCILMEMBERS' COMMENTS
- J. ADJOURNMENT



November 23, 2020

To: The Honorable Mayor and Town Council

From: Jeff Kulaga, Town Manager / Clerk

RE: November 24, 2020, Town Council Regular Meeting Information Report

The purpose of this report is to provide brief information regarding each of the meeting's agenda items.

# Agenda Items:

**G1. & G2. PUBLIC HEARING & COMMUNITY BLOCK GRANT PROGRAM (RESOLUTION NO. R2020.34)** – **PAGES 5-6:** A public hearing is required for specific Housing and Urban Development Community Block Grant Projects. Adoption of this resolution would authorize the submittal of a fiscal year 2021-22 Community Block Grant Program application to Maricopa County for a wastewater system rehabilitation project consisting of the repair and replacement of nine sewer line segments totaling 3,297 linear feet of pipe and nine manhole structures with engineering design/construction document preparation, construction bid process oversight, construction management, quality control and inspection. The requested grant funding amount totals \$544,438. The application submittal deadline is December 3, 2020.

Project Expenditure	CDBG Fund Request
Pipe Rehabilitation	\$344,738
Manhole structure Rehabilitation	\$120,600
Engineer Design	\$46,600
Construction Administration	\$32,500
Project Total	\$544,438

Locations of priority two pipe segment rehabilitation needs, as illustrated in the application, are as follows:

- Avenida del Yaqui, north of Calle Sonora
- Calle Tomi, south of Calle Sonora
- Calle Magdalena, east of Calle Tomi
- Calle Iglesia, between Avenida del Yaqui and Calle Tomi
- Calle Iglesia, east of Calle Vauo Nawi
- Calle Tomi, north of Calle Senu
- Calle Vaou Nawi, 9400 South block
- Calle Vaou Nawi, 9600 South block
- Calle Maravilla and Calle Barbarita and Calle Bella Vista intersections

The Town sewer lines are approximately 40 years old, with a number of segments in need of repair. This proposal is the second of a five year program requesting CDBG Grant funds for wastewater system repair and rehabilitation, as presented in the October 2019 Wastewater Collection System Assessment. Should the CDBG grant be awarded, construction would occur in 2022. (related to agenda item G1)

**G3. PUBLIC SAFETY, SERVICE, OPERATIONS AND FACILITY NEEDS, TOWN HALL FRONT SERVICE DESK AND COMMUNITY ACTION PROGRAM (CAP) COVID-19 SAFETY CONTRUCTION CONTRACT:** Staff and Town Dibble Engineering, Town Engineer, are recommending the award of a contract (C2020-48) to TSG Constructors, LLC in the amount of \$417,000 for COVID-19 safety and public health improvements, construction, and renovation to Guadalupe Town Hall and Community Action Program (CAP) offices. The project includes sanitary upgrades to the Town Hall lobby restrooms, front desk reception area, CAP office interior offices, and foodbank storage areas. This contract is funded through the COVID-19 Relief Funds of \$2 million received from the Pascua Yaqui Tribe, as approved by Town Council at their August 13, 2020 meeting.

At the September 24, 2020, Town Council meeting, Town Council approved a design contract with Dibble Engineering to design the improvements and prepare construction documents.

Construction bids were solicited with three bid proposals submitted as follows:

Firm	Amount
Blackhawk Construction LLC	\$430,841
Straight Arrow Contracting	\$465,000
TSG Constructors, LLC	\$417,000

Should the contract be awarded, construction is expected to begin on December 2, 2020, with an anticipated completion date of March 1, 2021. Town Hall front desk services will continue throughout the construction, with its office area relocated to the Department of Economic Security front office. CAP services will also continue with weekly Tuesday food distribution being relocated to the Mercado parking lot, immediately south of the stage. CAP rental and utility assistance will continue by appointment with CAP staff. CAP staff will be temporality relocated to the former court offices.

This contract expenditure is funded through the COVID-19 Relief Funds of \$2 million received from the Pascua Yaqui Tribe, as approved by Town Council at their August 13, 2020 meeting.

#### **RESOLUTION NO. R2020.34**

A resolution of the Town Council of the Town of Guadalupe, Maricopa County, Arizona, authorizing the Town to submit an application to the Maricopa County Housing and Community Development Divisions for funding under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program to be utilized for a wastewater system rehabilitation project consisting of the repair and replacement of nine sewer line segments totaling 3,297 linear feet of pipe and nine manhole structures with engineering design/construction document preparation, construction bid process oversight, construction management, quality control and inspection. The requested grant funding amount totals \$544,438 for fiscal year 2021-2022; and, authorizing the Mayor and Town Manager / Clerk to execute any documents in furtherance of this agreement.

BE IT RESOLVED by the Mayor and Council of the Town of Guadalupe, Maricopa County, Arizona, the Town is hereby authorized to submit applications for fiscal year 2021-2022 Maricopa County CDBG funds for:

Wastewater system rehabilitation Project totaling \$544,438:

- 3,297 Linear Feet of Sewer Line/Pipe Repair and/or Replacement; and,
- 9 manhole structure repairs and/or reconstruction; and,

David E. Ledyard, Town Attorney

• Engineering design/construction document preparation, construction bid process oversight, construction management, quality control and inspection.

Exhibit A illustrates the locations of the sewer line replacement segments.

Name of person(s) authorized to sign application(s), execute a Subrecipient agreement, and other required documents:

NAME: <u>Jeff Kulaga</u>	NAME: <u>Valerie Molina</u>
TITLE: Town Manager/Clerk	TITLE: <u>Mayor</u>
PASSED AND ADOPTED by the Mayor day of November, 2020.	rand Town Council of the Town of Guadalupe, Arizona, this 24
ATTEST:	Valerie Molina, Mayor
Jeff Kulaga, Town Manager / Clerk	
APPROVED AS TO FORM:	

# **APPLICATION**

# **Human Services Department**

Housing and Community Development Division Community Development Block Grant Program Year 2020-2021

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REQU	IKEN	IENI	7

Name of Applicant	Town of Gu	uada	lupe					
Name of Project	WCS Rehak	WCS Rehabilitation - 2022						
National Objective	L/M Incom	L/M Income Area Benefit						
Eligible Activity	Public Faci	lity a	and/ or	Infrastructure Improver	nent	ts		
Amount Requested	544,438.00	)						
Priority	1	of	1	Phase		2	of	5
Target Population	Guadalupe	Res	idents				5	
Project Location	Town of G	uada	alupe					
2010 Census Track(s) and Block Group(s)	3200.02							
County Supervisor District	District 5			US Congress District		District 7		

This project is not a continuation of a partially funded project from a previous funding year.

**CERTIFICATION**: We hereby submit this application for Community Development Block Grant funding. We certify that, to the best of our knowledge and belief, the information included in this application has been carefully examined and is complete. Applicant understands and agrees to comply with the policies, rules and regulations applicable to the submittal of this application and any resulting activity if grant funding is awarded. It is further understood that written commitments presented in this application must be honored and will become a part of any subsequent funding contract.

Contact Person		Mayor/ Director				
	Jeff Kulaga	Valerie Molina				
	Title		Title		Title	
	Town Manager/Clerk			Mayor		
	Email	Email		Email		
	jkulaga@guadalupeaz.org		vmolina@guadalupeaz.org			
Address	9241 S. Avenida del Yaqui Guadalu	upe, AZ 85283				
Phone	(480) 505-5376	Phone	Phone (480)			
DUNS	002503092	Tax ID	<b>Tax ID</b> 86-0297728			
Authorized Signature			Date			

### **REQUIREMENT 2**

#### **ACTIVITY**

The Town of Guadalupe contracted with Dibble to conduct a condition assessment of our Wastewater Collection System (WCS) in the summer of 2019. This assessment included 60,936 linear feet of sewer pipe, 199 access manholes and 20 clean-outs. The assessment found that 25% of the sewer pipe needs to be repaired/rehabilitated over a five year period beginning fall of 2019. Prior to year one of the five-year implementation program and utilizing Town funds, the Town repaired three (3) pipe segments in need of urgent repair. Currently year one is in progress and anticipates to be completed May 2020.

In year two (this application), the Town of Guadalupe is proposing to repair nine sewer segments totaling 3,297 linear feet of pipe, and coat nine manholes. The Contractor will use point repair and cured-in-place pipe liner to rehabilitate the nine segments. Nine manholes will be epoxy coated on the cone, wall, bench, and channel. Additional tasks required include engineering design, construction document preparation, bidding, contractor selection, construction management and inspection, and project closeout.

The work will be performed by the Town Engineer and a sewer system support team. The project will be administered by Guadalupe's Community Development Coordinator.

# **REQUIREMENT 3**

### NEED

Our sewer lines are more than 40 years old and some of the lines have cracked or are broken.

The nine pipe segments that the Town will repair, comprise a total of 3,297 linear feet, are all Vitrified Clay Pipe (VCP), and according to the NASSCO PACP condition grading system, are in poor condition. The nine pipe segments has structural damage and in a couple cases soil is visible from within the pipe. We will be also addressing nine manholes at the same time. The manholes are exhibiting signs of spalling and need to be rehabilitated. These manholes will be coated with epoxy to protect against current and further erosion.

The Town of Guadalupe has had the same sewer fee assessment for the past 15 years and as a result the amount of funds available for use has diminished with these types of projects increasing. We are currently looking at how best to address this fee for the future.

# **REQUIREMENT 4**

#### **OUTCOMES**

We will repair nine segments of pipe which are located in Calle Vauo Nawi, Calle Tomi, Calle Magdelana, and Avenida del Yaqui. These pipes serve 83 homes and two local businesses. The sewer lines all converge in Avenida del Yaqui and flow north into the sewer line along Baseline road, and so all residents south of Calle Gloria will benefit from the repairs we will be making.

Three of the manholes that we will be addressing are located along our main roads, Avenida del Yaqui and Guadalupe. The remaining six manholes are located in the neighborhoods along different streets; Calle Tomi, Calle San Angelo, Calle Magdelena, and Calle Barbarita.

The repairs will be improve the overall health and public safety in Guadalupe.

Town of Guadalupe	WCS Rehabilitation - 2022	. Priority	<sup>1</sup> of <sup>1</sup>	pg. 2
				PO

# **REQUIREMENT 5**

#### BENEFICIARIES

# DIRECT

As reported by HUD American Community Survey Data, 2016, the Town of Guadalupe's population is 6,336. Of which 8% (506) are persons under five years old and 30.6% (1,938) are persons under 18 years old and 10.8% (684) are greater than 65 years old.

Further, 40.6% are Native American and 62.8% are Hispanic Latino, with a medium income of \$30,326 and a poverty rate of 21.3%. The total number of households are 1,570 with 687 under the \$25,000 annual income threshold. Approximately 40% received SNAP benefits in the last 12 months and 13% of the population does not hold health insurance coverage.

We will repair nine segments of pipe which are located in Calle Vauo Nawi, Calle Tomi, Calle Magdelana, and Avenida del Yaqui. These pipes serve 83 homes and two local businesses. The sewer lines all converge in Avenida del Yaqui and flow north into the sewer line along Baseline road, and so all residents south of Calle Gloria will benefit from the repairs we will be making.

Three of the manholes that we will be addressing are located along our main roads, Avenida del Yaqui and Guadalupe. The remaining six manholes are located in the neighborhoods along different streets; Calle Tomi, Calle San Angelo, Calle Magdelena, and Calle Barbarita.

Each of the repairs that we will be making will be improving health and public safety in Guadalupe.

#### INDIRECT

The sewer lines all converge in Avenida del Yaqui and flow north into the sewer lines along Baseline road, so all residents and businesses south of Calle Gloria will indirectly benefit from the repairs we will be making.

Making these improvements will improve the flow of the sewer system, prevent contamination of surrounding groundwater, and lessen the chance of a major break in the system. As a result of the assessment that was completed in 2019, the Town of Guadalupe will also put into place a regularly scheduled maintenance plan including; pest control, inspection, repair, and cleaning. The Town of Guadalupe intends to conduct an assessment every 10 years and insecticide treatment of the manholes every 2 years.

	Residents assisted based on percent of AMI				
	0-30%	31-50%	51-80%	> 80%	Tota
Urban County residents to be assisted	120	110	80		310

Town of Guadalupe	<u>-</u>	WCS Rehabilitation - 2022	. Priority 1	of 1	pg. 3

**REQUIREMENT 6 BUDGET OVERVIEW FUNDS** INCOME BUDGET Maricopa County CDBG 544,438.00 Applicant's Funds Federal or State Funds Other TOTAL INCOME 544,438 **NON-CDBG FUNDS** CDBG FUNDS **EXPENDITURES** Pipe Rehabilitation 344,738 0 120,600 Manhole Rehabilitation 0 46,600 Engineer's Design 0 32,500 Construction Administration SUBTOTAL 544,438 **TOTAL EXPENSES** 544,438

# The Town of Guadalupe is requesting \$544,438.00 to be used for this project. \$344,738.00 will be dedicated to pipe rehabilitation, \$120,600.00 will be used for manhole rehabilitation, \$46,600.00 will be used for the engineers design, and \$32,500.00 will be used for construction administration. We have attached a complete cost estimate to the proposal which includes a breakdown of all costs associated with this project.

WCS Rehabilitation - 2022

\_\_. Priority  $\frac{1}{}$  of  $\frac{1}{}$  pg. 4

A complete cost estimate must be attached to the application.

Town of Guadalupe

EXPERIENCE
ne Town of Guadalupe previously completed seven (7) re-pavement, six (6) sidewalk street improvement rojects and one (1) demolition project funded by CDBG from 2007-2019. Currently the Town is utilizing CDBG and inding to complete year one of the Town's rehabilitation program.
ibble Engineering's Infrastructure Rehabilitation Practice has over 16 year's experience managing and aspecting sewer pipe and access manhole rehabilitation projects which includes over 1.5 million linear feet of ewer pipe and over 450 access manholes. Infrastructure Rehabilitation Construction Manager's and aspector's are National Association of Sewer Service Companies (NASSCO) Pipe Assessment Certification rogram (PACP) and Inspector Training Certification Program (ITCP) certified.
ancy Holguin, Community Development Coordinator has 15 years experience with CDBG. Nancy prepares nonthly reimbursements, monthly reports, on site Davis Bacon interviews and reviews certified Davis Bacon ayrolls.
EQUIREMENT 8
PARTNERS
COMMITTED
Dibble Engineering provides the Town's engineering services. The firm has extensive experience in providing
quality consulting services, including planning, studies and analysis, civil design, sustainable development evaluations, plan review, complete survey services, and construction management from start to finish.
POTENTIAL
(0.1211)

WCS Rehabilitation - 2022

Town of Guadalupe

\_\_\_\_. Priority  $\frac{1}{-}$  of  $\frac{1}{-}$  pg. 5

**REQUIREMENT 9** 

IIV	IPLEIMENIA	TION SCHEDULE	
Activity	Duration (days)	Start Date	End Date
Design/Construction Documents		November 1, 2021	Jan 17, 2022
Bidding		Jan 17, 2022	Feb 14, 2022
Construction		Mar 10, 2022	Jul 22, 2022
Project Closeout		Jul 22, 2022	Aug 12, 2022

Contract activities cannot begin before November 1, 2020.

Town of Guadalupe

MINIMUM REQUEST
Acceptable Percent of Request 80% of requested amount
DESCRIPTION OF MINIMUM PROJECT
If we are giving the minimum amount of our request, we will postpone rehabilitation of the manholes in our project. This will reduce the cost of our project by at least \$120,600.00. We would still be able to address the pipe segments that need to be repaired.

WCS Rehabilitation - 2022 Priority \_1 of \_1 pg. 6

ATTACHMENTS
Name
Complete Budget Estimate
November 14, 2019 Town Council Meeting Agenda
November 14, 2019 Town Council Meeting Draft Minutes
Certificate of Consistency with Consolidated Plan
Authorizing Resolution
Conflict of Interest Certification
Scale map of the activity site
Town of Guadalupe Wastewater Collection System Assessment (photographs included)
Operations and Maintenance Commitment
- N

Town of Guadalupe	=	. Priority 1 of 1	pg. 7
-		:	0.



7878 North 16<sup>th</sup> Street Suite 300 Phoenix, Arizona 85020 P 602.957.1155 F 602.957.2838 www.dibblecorp.com

# PROFESSIONAL OPINION OF PROBABLE CONSTRUCTION COST TOWN OF GUADALUPE

11/2/2020

Project: Wastewater Collection System Rehabilitation - 2021

Owner: The Town of Guadalupe Prepared by: AF and JVG

PIPE REHABIITATION:			
Item Description	Unit (LF)	Unit Price (\$/LF)	Total
1. Open Cut Point Repair-Pipe ID A10-2_A10-1A	4	\$5,187	\$ 20,748
2. Open Cut Point Repair-Pipe ID D-3_D-2	4	\$5,679	\$ 22,716
3. CIPP line Pipe ID A-5-1_A-15	289	\$ 130	\$ 37,570
4. CIPP line Pipe ID A10-4A_A10-4	398	\$ 115	\$ 45,770
5. CIPP line Pipe ID A1-2_A1-1	365	\$ 119	\$ 43,435
6. CIPP line Pipe ID J-8_J-7	255	\$ 139	\$ 35,445
7. CIPP line Pipe ID F-1_A-17	418	\$ 113	\$ 47,234
8. CIPP line Pipe ID A6-1_A-20	256	\$ 138	\$ 35,328
9. CIPP line Pipe ID D-2_D-1	487	\$ 116	\$ 56,492
PIPE REHABILITATION SUB-TOTAL			\$ 344,738
MANHOLE REHABILITATION:			
Item Description	Unit (EA)	Unit Price (\$/EA)	Total
10. Clean & Epoxy Coat Manhole	9	\$13,400	\$ 120,600
MANHOLE REHABILITATION SUB-TOTAL			\$ 120,600
<b>ENGINEERING &amp; CONSTRUCTION MANAGEMENT:</b>			
Item Description			
11. Engineering Design/Construction Document Pr	eparation	(Lump Sum)	\$ 46,600
12. Construction Management		(Lump Sum)	\$ 32,500
-			
TOTAL PROJECT COST			\$544,438

The work herein includes, but is not limited to: Mobilization/Demobilization, by-pass pumping operations, pre and
post construction CCTV, CIPP liner installation, remove and replace sanitary sewer pipe, clean & epoxy coat
manholes, and traffic control.

In providing an opinion of probable construction cost the Client is aware that Dibble has utilized dollar amounts based on recent bid tabulations, but the company has no control over the actual costs or the price changes of labor, equipment or materials. Dibble makes no warranty, expressed or implied, in relation to pricing accuracy when an opinion is compared to actual construction cost.



# CERTIFICATION OF CONSISTENCY – URBAN COUNTY CDBG APPLICATION

Town of Guadalupe Name of Applicant:						
WCS Rehabilitation - 2022 Name of Project:						
Entire Town of Guadalupe Project Location:						
Official of the Urban County CDBG Program:						
The activity above is consist with the Maricopa Home Consortium and Maricopa Urban County 2020-2025 Consolidated Plan under Goal Summary:						
Name:						
Title: Project Coordinator						
Signature:						
Date:						
The certification above is for consistency with the Consolidated Plan only.						
This certification does not guarantee the activity is eligibile under the CDBG regulations, or that it is in compliance with any other HUD, CDBG, or County requirements for the Urban County CDBG program or the Urban County application process.						



Town of Guadalupe	Conflict of Interest Certification – CDBG Application
Name of Applicant	

# Conflict of Interest [24 CFR 92.356, 24 CFR 570.611, 2 CFR 112 and 2 CFR 318 (C)(1)]

Applicant acknowledges and understands that, under HUD conflict of interest rules under 24 CFR 92.356, 2 CFR 112 and 2 CFR 318 (C)(1), 24 CFR 570.611, an employee, agent, consultant, officer, or elected or appointed official of the applicant or of Maricopa County who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG or HOME funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities (each "Covered Person"), may not obtain a financial interest or benefit from a CDBG or HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(Select only the certification that applies to this application. Do not sign both.) ☐ Applicant hereby certifies that no "covered person" in its agency or corporation is currently a Covered Person and has not been a Covered Person for a period of at least one (1) calendar year prior to the date of this application. Signature Date Name Or Applicant hereby certifies that applicant/subrecipient organization includes a Covered Person as defined above, or because applicant has a family or business relationship with a Covered Person. Jeff Kulaga- Town Manager/Clerk Signature Date Name Please provide a separate certification for each "covered person" and select the type of covered person. ☑ Elected Official ☐ Appointed Official ☐ Officer □ Consultant ☐ Employee ☐ Agent The Covered Person is: □ Applicant "covered person" Family member-name: \_\_ (please print clearly) ■ Business associate-name: Joe Sanchez- Elected Official (please print clearly)

A Covered Person does not automatically disqualify an entity from participating in a HUD assisted program. If a covered person is identified, the Project Coordinator will assist you with the additional steps that must be taken before the organization's application can be funded.

A person may become a "covered person" at any time during the implementation process and this will include beneficiaries receiving assistance provided through this application who are or have a relationship with a covered person of the applicant or of Maricopa County. A new certification is required each time a covered person is identified.



# Town of Guadalupe Wastewater Collection System Assessment

Project No.: 1016084.07

November 2019





7878 North 16<sup>th</sup> Street Suite 300 Phoenix, Arizona 85020 P. 602.957.1155 F. 602.957.2838 www.dibblecorp.com



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# I. Executive Summary

The operation and maintenance of a Wastewater Collection System (WCS) is crucial to the health and safety of the general public. Therefore, the Town of Guadalupe (Town) contracted with Dibble Engineering (Dibble) to conduct a condition assessment of their WCS. The majority of the Town's WCS was constructed in 1978 and this condition assessment is the first to be completed on the system.

Condition assessment tasks consisted of creating a Geographic Information System (GIS) database; assigning identification for each WCS asset; identifying and inspecting each sanitary sewer access manhole; and cleaning and Closed-Circuit-Television (CCTV) of all sanitary sewer pipe. The Town's WCS includes 199 access manholes, 20 cleanouts, and 60,936 linear feet (11.5 miles) of pipe ranging in size from 8-inch to 18-inch.

At the start of the assessment, field visits were conducted to locate and mark each access manhole for the purpose of inspection and identifying the associated pipe segments to be cleaned and CCTV. Throughout this first step, previously unidentified manholes were discovered, and several other manholes could not be located due to being buried under sidewalk or asphalt roadway. Manholes found to be buried under soil were uncovered and assessed. Of the 199 access manholes, 7 could not be located. Manholes were inspected and assigned a grade or Good, Fair, or Poor. 14 manholes were observed to be in "Poor" condition and are recommended to be included in near term rehabilitation projects.

At the completion of the manhole locating process, pipe segment lists were generated to complete cleaning and CCTV of each pipe segment. Once CCTV was completed the resulting video was reviewed by National Association of Sanitary Sewer Companies (NASSCO) certified technicians to identify defects within each pipe segment. Observed defects are separated into two categories, Structural, and Operation & Maintenance (O&M). Each defect observed is assigned a number grade from 5 (severe) to 1 (excellent). 11 grade 5 structural defects and 31 O&M grade 5 defects were observed within the WCS. 2 pipe segments were observed to have multiple fractures resulting in partially collapsed pipe. These segments are recommended for immediate repair.

There are several methods of rehabilitation for access manholes which include corrosive resistant structural inserts or a corrosive resistant coating. The method selected is dependent on the severity of manhole deterioration. Early stages of deterioration, as was observed within the Town's WCS, will require a corrosive resistant epoxy coating.

There are also several methods of rehabilitation for sanitary sewer pipe which include point repair, patch point repair, and Cured-In-Place-Pipe (CIPP). Patch point repair and CIPP rehabilitation is a trenchless technology, meaning both can be installed through existing access manholes with minimal disruption to the traveling public as compared to open cut excavation replacement. Segments previously mentioned with grade 5 structural defects are recommended to be rehabilitated utilizing point repair or CIPP liner.



After careful evaluation and grading of all the manholes and pipe segments, 6 phases of rehabilitation were developed. Table 1 presents these 6 phases and provides estimated costs for each one. The Urgent Repair phase cannot wait for outside funding and must be completed as soon as possible. The other 5 phases can proceed each year, utilizing outside funding sources.

Table 1 – Rehabilitation Project Cost Summary

Description	Urgent Repair	Year One	Year Two	Year Three	Year Four	Year Five
Pipe Rehabilitation	\$92k	\$283k	\$335k	\$408k	\$409	\$325k
Manhole Rehabilitation	20	\$142k	\$95k	\$22k		-
Engineer's Design	\$20k	\$55k	\$56k	\$56k	\$53k	\$43k
Construction Administration	\$14k	\$38k -	\$39k	\$39k	\$37k	\$30k
Estimated Total =	\$126k	\$518k	\$525k	\$525k	\$499k	\$398k

The following report includes specific information pertaining to condition assessment findings, rehabilitation methods, recommendations, and probable construction costs.

#### II. Introduction

The operation and maintenance of a Wastewater Collection System (WCS) is crucial to the health and safety of the general public. The Town of Guadalupe (Town) contracted with Dibble Engineering (Dibble) to conduct a condition assessment of their WCS that includes sanitary sewer mainline pipe, access manholes, and cleanouts. The condition assessment followed National Association of Sanitary Sewer Companies (NASSCO) Pipeline Assessment Certification Program (PACP) coding and grading procedures. This report includes the condition assessment findings, along with recommendations for sanitary sewer pipe and access manhole rehabilitation for the Town's WCS over a 5-year period.

Work included identification of the Town's WCS assets and incorporating the features into a Geographic Information System (GIS) geodatabase. The Town's WCS consists of 199 access manholes, 20 cleanouts, and 60,936 linear feet of pipe (11.5 miles) ranging in size from 8-inch to 18-inch, refer to *Table 2 & Table 3*. An aerial map shown on page 2 depicts the location of the assets identified.

Total Length No. of Pipe Pipe Diameter Segments (ft) (in) 186 51,103 3,089 12 11 18 22 6,744 60,936 Total=

Table 2 – WCS Pipe Assets

Table 3 - WCS Access Assets

Type	Access Diameter (in)	Quantity
Cleanout	6	20
Manhole	48	171
Manhole	60	28

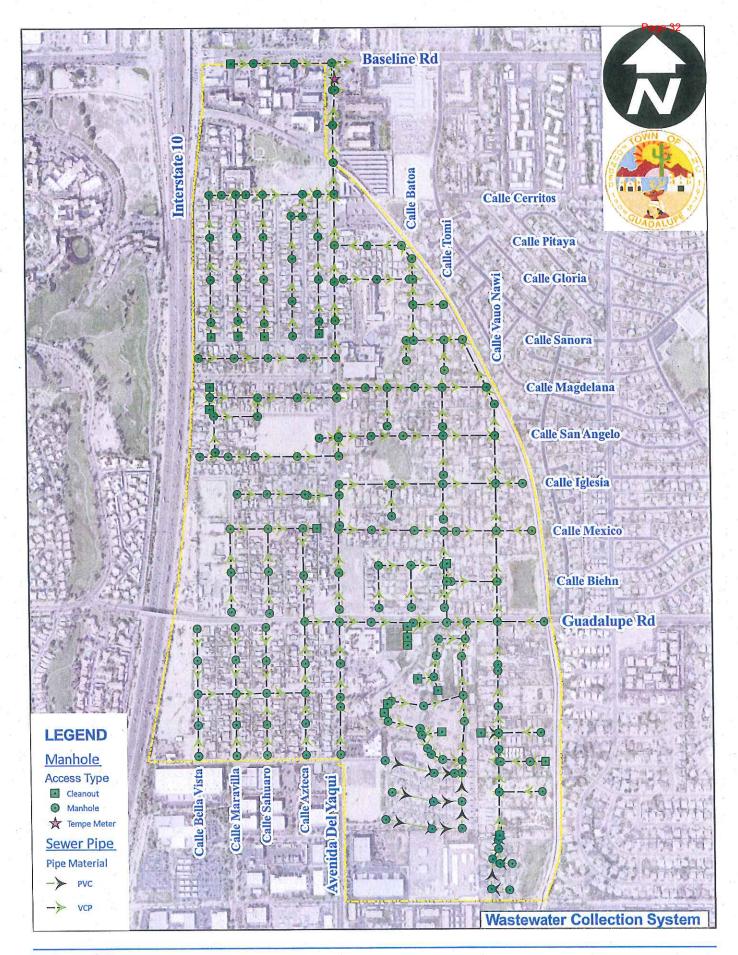
The Town's WCS discharges sanitary sewer flow at a single point into the City of Tempe's WCS. Flow quantities are measured at a meter located behind the sidewalk at 1435 W. Baseline Road.

As part of the GIS geodatabase creation, specific information was developed for each sanitary sewer pipe, access manhole, and cleanout and each were assigned a unique identification number.

Manhole identification numbers were obtained from existing Town As-built (AB) drawings completed by others, refer to *Table 4* as an example.

Table 4 - Manhole GIS Attribute Example

AssetID	MANHOLE_ID	UNIT_TYPE	DIAMETER	MATERIAL	OPENING	AB_DATE
CO007	COG-1	CLEANOUT	6	VCP	6	11/15/1978
MH091	B8-2	MANHOLE	48	Concrete	24	11/15/1978
MH189	JC-1	MANHOLE	60	Concrete	30	11/15/1978





Sanitary sewer pipe segments were assigned a unique identification number consisting of upstream and downstream manhole ID separated by an underscore, refer to *Table 5* as an example.

Table 5 - Sanitary Sewer Pipe GIS Attribute Example

AssetID	PIPE_ID	UPSTREAM_MH	DOWNSTREAM_MH	UNIT_TYPE	DIAMETER	PIPE_TYPE	AB_DATE
SS063	B-11_B-10	B-11	B-10	SS	8	VCP	11/15/1978
SS068	B-6_B-5	B-6	B-5	SS	12	VCP	11/15/1978
SS001	A-24 A-23	A-24	A-23	SS	18	VCP	11/15/1978

# III. Manhole Condition Assessment

#### A. Condition Assessment

A properly functioning WCS includes structurally sound and accessible access manholes. As the first step of the assessment, field visits were conducted to physically locate all access manholes and mark the manhole ID number on each manhole. At this time, assessment of 192 of the Town's 199 sanitary sewer access manholes was conducted by visual inspection using 360-degree view video equipment lowered into the manhole. A condition grade of the manhole interior was assigned Good, Fair, or Poor, by onsite observation and viewing the video from the 360-degree view video equipment to document the interior.

The objective of the condition grade is to identify manholes at risk for failure and quickly prioritize the need for rehabilitation.

As mentioned, the total number of manholes assessed during this project is 192. 7 manholes could not be located due to being buried under concrete sidewalk or asphalt roadway. The locations of these inaccessible manholes were reported to the Town as requiring additional work to raise these manholes to grade, refer to Figure 1.



Figure 1 – Calle Batoua Buried Manhole

14 manholes were found to be in "Poor" condition. Typical defects observed were Surface Aggregate Projecting (SAP) and Surface Aggregate Visible (SAV). These defects indicate the manhole is in early stages of structural deterioration.

11 manholes were found to have cast iron covers with aluminum rings. This combination makes it difficult to open due to dissimilar metal corrosion as well as cast iron covers and aluminum rings differ in diameter.

Cast iron covers diameter is slightly larger than aluminum frames and when installed the covers are wedged into the ring. Replacement of these 11 aluminum rings with cast iron covers is recommended for providing future access.

# IV. Pipeline Condition Assessment

#### A. Condition Assessment

As the first step of the assessment, field visits were conducted to physically locate all access manholes and mark the manhole ID number on each manhole. The second step of the assessment was to clean all the sanitary sewer pipe segments utilizing a hydro-blast jetter and vactor truck to remove dislodged debris. Cleaning operations consisted of up to 3 passes with the jetter. The third step was to CCTV video all the cleaned pipe segments, and then use the resulting videos for conducting viewing inspections and determining assessment designations.

Assessment of sanitary sewer pipe condition was conducted according to NASSCO PACP pipe condition grading system. The NASSCO PACP condition grading system assigns standardized codes for feature defects observed during CCTV video inspection. Defects observed within the interior of the pipe are assigned a score from 1 to 5, with 5 being severe condition. The various defect scores for each pipe segment are used to determine the overall condition of the pipe segment and the recommended time frame for rehabilitation, refer to *Table 6*.

Table 6 - NASSCO Pipe Condition Grades

General Grade	ral Grade General Condition Condition Condition Definition		Recommendation	
5	Severe	Most Significant Defect requiring immediate attention	Rehabilitate within 2 years	
4	Poor	Significant Defects	Rehabilitate within 2-4 years	
3	Fair	Moderate Defects	Re-inspect 5-7 years	
2	Good	Minor to Moderate Defects	Re-inspect in 10 years	
1	Excellent	Minor defect	Re-inspect in 10 years	

Observed defects are categorized into three areas: structural, operation and maintenance (O&M), and construction features as follows:

# 1. Structural Defects

Structural category defects are those defects identifying physical damage to the strength of the pipe material. Structural defective pipe generally requires some level of construction repair to resolve. The type and quantity of structural defects observed within the Town's WCS is shown in *Table 7*.

Table 7 - Structural Defects Observed

Defect Code	Description	Grade	Quantity*
XP	Collapse Pipe	5	1
BSV	Broken Soil Visible	5	5
HSV	Hole Soil Visible	5	5
FM	Fracture Multiple	4	17
. Н	Hole	4	2
JOL	Joint Offset Large	4	2
JSL	Joint Separation Large	4	2
RPPD	Repair Point Patch Defective	4	1
В	Broken	3	2
CM	Crack Multiple	3	1
FL	Fracture Longitudinal	3	6
JOM	Joint Offset Medium	3	2
JSM	Joint Separation Medium	3	4
LFD	Liner Feature Detached	3	1
CL	Crack Longitudinal	2	. 12
FC	Fracture Circumferential	2	15
CC	Crack Circumferential	1	3
Total =			81

<sup>\*</sup>Number of observed occurrences

As noted above, grade 5 defects observed within the Town's WCS included Collapse Pipe (XP), Broken Soil Visible (BSV) and Hole Soil Visible (HSV), refer to Figure 2, Figure 3, and Figure 4.

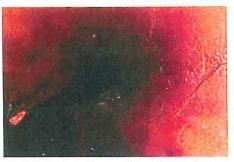


Figure 2 - Collapse Pipe (XP) Defect



Figure 3 - Broken Soil Visible (BSV) Defect



Figure 4 - Hole Soil Visible (HSV) Defect

The condition assessment identified 10 pipe segments with grade 5 defects and 24 pipe segments with grade 4 defects.

## 2. Operation & Maintenance Defects

O&M category defects are interior pipe conditions that effect the operation of the pipe by restricting flow to various degrees and in some instances block the flow completely. O&M defect issues can be avoided through typical preventative maintenance procedures such as cleaning with a hydro jetter to remove the debris. The type and quantity of O&M defects observed is shown in *Table 8*.

**Defect Code** % of Pipe Blocked Description Grade Quantity DNZ Deposits ingress Settled 5 > 30 1 DSC **Deposits Settled Compact** 5 > 30 5 DSZ **Deposits Settled Other** 5 > 30 24 RBB Root Ball Barrell 5 > 50 1 DSZ **Deposits Settled Other**  $20 \le 30$ 4 22 RBJ Root Ball Joint 4 > 50 3 Root Ball Lateral > 50 RBL 4 13 10 ≤ 20 DSC **Deposits Settled Compact** 3 4 19 DSZ **Deposits Settled Other** 3  $10 \le 20$ Root Medium Lateral 3 15 ≤ 50 RML 12 **RMJ** Root Medium Joint 3  $15 \le 50$ 17 **Deposits Attachment Encrustation** 2 19 DAE ≤ 10 DSGV Deposits Settled Gravel 2 ≤ 10 37 **Deposits Settled Other** 2 DSZ ≤10 19 RFB Root Fine Barrell 1 ≤ 15 1 RFC 7 Root Fine Connection 1 ≤ 15 RFJ Root Fine Joint 1 88 ≤ 15 RFL Root Fine Lateral 1 ≤ 15 12 VC Vermin Cockroach 1029

Table 8 - O&M Defects Observed

Figure 5 through 8 show typical grade 5 O&M defects observed within the Town's WCS.



Figure 5 - Deposits ingress Settled (DNZ) Defect



Figure 6 - Deposits Settled Compact (DSC) Defect



Figure 7 - Deposits Settled Other (DSZ) Defect



Figure 8 - Root Ball Barrell (RBB) Defect

These grade 5 defects typically require heavy cleaning by mechanical measures using a carbide saw or chain flail knocker and multiple passes with the hydro-blast jetter.

# 3. Construction Features

Construction features category of defects is used to identify various defects associated with the methods used to construct and connect pipes. Construction features include improperly installed service laterals (Taps), pipe joint construction, and pipe condition at access manholes. Construction feature defects have both structural and O&M grades assigned to them. The type and quantity of Construction Features defects observed is shown in *Table 9*.

Defect Code	Description	Grade	Category	% of Pipe Blocked	Quantity
TBD	Tap Break-in Defective	4	Structural		25
TFD	Tap Factory Defective	3 -	Structural		106
TBI	Tap Break-in Intruding	- 5	O&M	>30	10
TBI	Tap Break-in Intruding	4	O&M	20 ≤ 30	7
TBI	Tap Break-in Intruding	3	O&M	10≤20	10
TBI	Tap Break-in Intruding	2	O&M	≤10	5
TFI	Tap Factory Intruding	1	O&M	io kali za	1
ТВ	Tap Break-In	1	Construction		31
TBA	Tap Break-In Active	1	Construction		40
TF	Tap Factory	1	Construction	*	506
TFA	Tap Factory Active	1	Construction		496
TFB	Tap Factory abandoned	1	Construction	L L	6
TFC	Tap Factory Capped	1	Construction		12

Table 9 - Construction Features Defects Observed

There were several intruding service taps observed within the Town's WCS. The grade 5 TBI defect listed in the table above is protruding into the sewer main to block greater than 30-percent of the pipe cross sectional area which may cause backup due to debris being unable to pass the tap, refer to *Figure 9*.



Figure 9 - Tap Break-in Intruding (TBI) Defect

#### V. Manhole Rehabilitation

There are several important factors to consider when determining the type of rehabilitation method to use. The following sections discuss these factors.

#### A. Manhole Materials

The Town's WCS manholes are constructed of concrete materials. Access manhole materials identified in the assessment include only unreinforced concrete.

#### 1. Concrete Manholes

Concrete manholes are extremely susceptible to corrosion in H2S gas environments. Over time H2S gas oxidizes and reacts with the silica cement. As the deleterious reaction continues, concrete spalls thus compromising structural integrity of the manhole. In high concentration H2S environments concrete deterioration can occur more quickly and thus rehabilitation may be required sooner without proper interior wall protection.

# B. Methods of Manhole Rehabilitation

There are several methods for rehabilitating concrete sanitary sewer access manholes. Depending on the severity of deterioration these methods include installation of epoxy or polyurethane coatings, structural inserts, and complete replacement.

# 1. Epoxy or Polyurethane Coatings

One method of rehabilitation for concrete manholes is to prepare the interior of the manhole exposing sound, solid substrate and then installing a coating onto the interior surfaces of the manhole with either epoxy or polyurethane materials. Epoxy and polyurethane coatings consist of two components, a resin and a hardener, which are mixed just prior to application. Applications of epoxy coatings can be sprayed or troweled onto the concrete surface, refer to *Figure 10*. Polyurethane coatings typically use a spray application.



Figure 10 - Trowel Epoxy Coating Application

To avoid expensive bypass pumping costs, typically the coatings are applied during low flow conditions and the use of flow through plugs to eliminate water in the manhole invert. The coating is applied on all exposed surfaces.

Depending upon the environment within the manhole, surface preparation, quality of application, and physical damage to the coating after installation, the service life of coatings vary anywhere from 5 years in high H2S environments to upwards of 10 to 20 years.

Epoxy and polyurethane coatings are recommended solutions for concrete access manholes with early stages of concrete deterioration as observed within the Town's WCS. Indication of early stages are; increased surface roughness, concrete aggregate is visible, and surface spalling, refer to *Figure 11*.



Figure 11 - Early Concrete Deterioration

#### Structural Inserts

Rehabilitation for manholes with compromised structural performance can be accomplished using internal manhole structural inserts. The manhole structural insert is typically pre-fabricated, delivered to the site and inserted into the manhole interior. The structural inserts are typically constructed using fiberglass or polymer concrete, refer to Figure 12 & Figure 13.

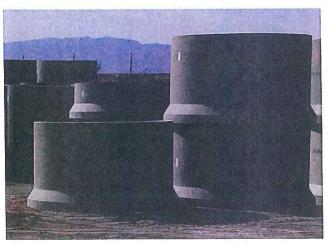


Figure 12 - Polymer Concrete Manhole Insert



Figure 13 – JPCI Fiberglass Manhole Insert

The method of installation for pre-fabricated manhole inserts is described as follows: The cone of the existing manhole is removed, and the interior is then pressure-washed to removed loose material that may interfere with the insert installation. A leveling course of corrosive resistant grout is placed on the manhole bench to eliminate projections that could cause point loading on the insert. The leveling course of grout also seals the bottom of the insert to prevent annular space grout from leaking into the manhole channel during installation. Inserts can be fabricated as either one single unit, or in sections depending on the manufacturer or installation location constraints. Grout is then poured into the annular space between the new insert and existing manhole. The manhole is then backfilled, and frame and cover surface repairs are made to restore to original conditions.

To prevent water infiltration, a manufacturer approved sealant material is used at all joints and pipe connections. Since the pre-fabricated insert is designed to fit inside the existing manhole, the interior diameter of the new manhole will be reduced by approximately 6-inches.

# VI. Pipe Rehabilitation

There are several important factors to consider when determining the type of rehabilitation method to use. The following sections discuss these factors.

#### A. Pipe Materials

The Town of Guadalupe WCS is constructed of two different materials, Vitrified Clay Pipe (VCP), and Polyvinyl Chloride (PVC) pipe.

# 1. Vitrified Clay Pipe

VCP is a corrosive resistant pipe, however, vitrified clay is brittle and is susceptible to fracturing from impacts during pipe and service lateral installations or soil settlement. Over time the fractures can propagate along the pipe possibly resulting in pipe collapse. From the assessment several pipe segments were observed to have fractures, cracks, and damaged break-in taps.

# 2. Polyvinyl Chloride Pipe

PVC is a corrosive resistant pipe and functions well if installed properly. No defects were observed within the PVC pipe segments.

#### B. Methods of Pipe Rehabilitation

There are several methods for rehabilitating both VCP and PVC sanitary sewer pipe. These methods include point repair, patch point repair, and Cured-In-Place-Pipe (CIPP) liner. The following sections discuss each of these methods.

# 1. Point Repair

Point repair is the open cut excavation method used to replace severely damaged or collapsed pipe, refer to *Figure 14*. Point repair is required where the pipe conditions are not conducive to CIPP lining. Point repair is the recommended method of rehabilitation and most cost effective where the defect is limited to approximately a 10-foot section, the pipe depth is less than 5-feet below the surface, and the location of the pipe is in a low traffic or landscaped area. To complete the point repair sewage must be diverted around the construction area.

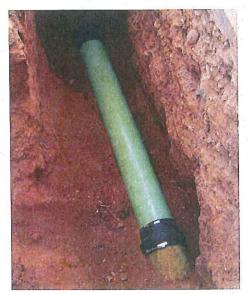


Figure 14 - Point Repair



## 2. Patch Point Repair

Patch point repair is a trenchless rehabilitation method that is used to repair small defects in the host pipe. Patch point repair is performed through the installation of a three linear foot long section of CIPP liner containing an epoxy resin that hardens to form a pipe repair. CIPP patches can be overlapped to form a longer length of repair, however, the pipe diameter is decreased at the overlap location. Patch point repair is recommended when the pipe defect is limited to approximately one and a half linear feet. Typical defects requiring patch point repair would be small holes or sewer exfiltration through joints. Patch point repair is not recommended when cracks or fractures are present as there is a potential for cracks and fractures to propagate beyond the liner repair over time.

# 3. Cured-In-Place-Pipe

CIPP rehabilitation is a trenchless construction method that is used to repair existing sewer pipe 4-inches and larger, refer to *Figure 15 & Figure 16*. In the CIPP rehabilitation process, a resin-impregnated flexible felt, or fiberglass tube liner is inserted into the pipe through an existing access manhole using water, air pressure, or winched in using a cable. The resin is then cured inside the existing pipe using hot water, steam, or Ultraviolet (UV) light to form a tight-fitting, jointless, corrosion-resistant lining on the interior of the existing pipe. Service laterals are reinstated using remote controlled cutting devices. Lateral seal connections can be installed where the connection is damaged or is not water tight. The lateral seal connection prevents corrosion to the exposed pipe wall from the initial lateral reinstatement.

The thickness of CIPP lining is designed for fully-deteriorated host pipe conditions, various soil parameters, the presence of ground water, pipe ovality, and applicable live loads. Even though the pipe diameter is decreased, anticipated pipe flow capacity is typically increased due to a decreased coefficient of friction (smoother pipe wall) of the CIPP lined pipe.

A bypass pumping operation, cleaning, and removal of protruding objects, obstructions, and debris is usually necessary prior to CIPP rehabilitation. Bypass operations may not be required when pipe diameter is less than 12-inches depending on the storage capacity of the collection system upstream of the work area. Small diameter pipe flow can typically be handled with sewer system capacity at low flow conditions, for typically 2 to 4 hours while the liner is installed and cured.

Benefits of CIPP rehabilitation include:

- CIPP rehabilitation is a trenchless rehabilitation method and can be performed without excavation and disturbance of existing surface features. Existing service laterals are reinstated through trenchless technology.
- CIPP lining is tight-fitting, jointless, and corrosion-resistant, with minimal impact to pipe capacity.

When considering CIPP lining as a rehabilitation method, the following issues should also be considered:

- Changes in pipe alignment or drastic grade changes cannot be resolved without resultant liner wrinkling.
- Point repair is required prior to liner insertion to replace any collapsed pipe or to remove obstructions that cannot be removed by cleaning operations or man entry.
- Wrinkling of the CIPP lining may occur in pipe bends greater than 22.5 degrees.

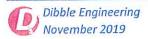




Figure 15 – Inversion CIPP Liner Insertion

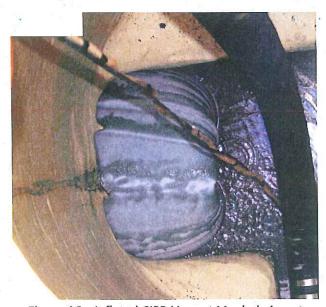


Figure 16 – Inflated CIPP Liner at Manhole Invert

#### VII. Recommendations

It is recommended that the Town implement a 5-year rehabilitation program to maintain the proper operation of the WCS. During the condition assessment, urgent structural and O&M defects needing repair before the 5-year implementation period were reported to the Town as they were identified. It is recommended that the Town immediately replace/rehabilitate those urgent repair segments/defects, refer to *Table 10* and the map on page 23.

Pipe Segment	Pipe ID	Pipe Dia (in)	Pipe Length (ft)	Material	Structural Grade	O&M Grade	Defects Observed	Method	Est. Cost
1	G1-2_G1-1	8	402	VCP	5	1	Collapse	Point Repair	\$80k
2	G1-3_G1-2	8	396	VCP	4	1.	Fracture Multiple	Point Repair	ŞOUK
3	B6-2 B6-1	8	290	VCP	4	5	Root Ball Barrell	Heavy Cleaning	
4	E-8 E-7	8	401	VCP -	3	5	Root Ball Barrell	Heavy Cleaning	2.
5	F-8 F-7	8	376	VCP	4	5	Root Ball Barrell	Heavy Cleaning	\$12k
6	A1-3 A1-2	8	349	VCP	4	5	Root Ball Barrell	Heavy Cleaning	
7	G2-4 G2-3	8	398	VCP	3	5	Root Ball Barrell	Heavy Cleaning	
	_							Estimated Total =	\$92k

Table 10 - Urgent Repair Projects

# A. Year One

Within the first year of the program it is recommended that the Town rehabilitate structural and O&M grade 5 pipe segments, raise seven access manhole covers to grade, and rehabilitate access manholes graded as fair and poor along the downstream end of the system. The recommended method of rehabilitation for pipe segments with structural and O&M grade 5 defects is CIPP liner and point repair, refer to *Table 11*.

Method Material Structural **0&M Defects Observed** Est. Pipe Length Pipe ID Pipe Grade Cost Grade Dia (in) (ft) \$65k Broken Soil Visible Point Repair 359 VCP 5 5 12 B-5 B-4 \$40k CIPP Liner 5 5 Broken Soil Visible 308 VCP 8 D-4A\_D-4 Hole Soil Visible CIPP Liner \$45k VCP 5 4 G4-2\_G4-1 8 394 \$42k CIPP Liner Broken Soil Visible 8 344 VCP 5 2 A1-1\_A-7 Broken Soil Visible CIPP Liner \$47k VCP 5 2 H-5 H-4 8 406 Broken Soil Visible CIPP Liner \$44k 8 374 **VCP** H-6 H-5 Estimated Construction Cost =

Table 11 - Year One Pipe Rehabilitation Projects

All construction costs developed in this assessment are based on previously completed rehabilitation projects of similar scope and may vary from the actual costs at time of construction. Estimated construction items include Mobilization/Demobilization, by-pass pumping operations, pre and post construction CCTV, CIPP liner installation, remove and replace sanitary sewer pipe, and traffic control.

The recommended method of rehabilitation for access manholes is epoxy coating, and polymer grout coating on bench due to the manholes being in early stages of deterioration. Manhole deterioration has not progressed to the extent where a structural insert is necessary, refer to *Table 12*. It is also recommended that the 7 manholes buried under sidewalk and asphalt should be raised to grade.

Table 12 - Year One Manhole Rehabilitation Project Cost

Manhole ID	Diameter (in)	Depth (ft)	Grade	Method	Est. Cost
A-7	60	24.3	Poor	Coating	\$21k
A-6	60	21.3	Poor	Coating	\$21k
A-5	- 60	18.8	Poor	Coating	-\$21k
A-4	60	19.2	Poor	Coating	\$21k
A-3	60	12.9	Fair	Coating	\$13k
A11-1	48	12.5	Poor	Coating	\$10k
A11-2	48	12	Poor	Coating	\$11k
A10-3A2	Unknown	Unknown	Unknown	Raise	\$3k
B7-2 ·	Unknown	Unknown	Unknown	Raise	\$3k
B6-1	Unknown	Unknown	Unknown	Raise	\$4k
D3-1	Unknown	Unknown	Unknown	Raise	\$3k
A-14	Unknown	Unknown	Unknown	Raise	\$4k
A3-1	Unknown	Unknown	Unknown	Raise	\$4k
F-4A	Unknown	Unknown	Unknown	Raise	\$3K
7	27 6	Estir	nated Constr	uction Cost =	\$142

Construction items include Mobilization/Demobilization, cleaning manhole interior, coating application and traffic control.

#### B. Year Two

Within the second year of the program it is recommended that the Town rehabilitate structural and O&M grade 5 pipe segments and access manholes graded as poor. The recommended method of rehabilitation for these pipe segments is CIPP liner and point repair, refer to *Table 13*.

Table 13 - Year Two Pipe Rehabilitation Projects

Pipe ID	Pipe Dia (in)	Pipe Length (ft)	Material	Structural Grade	O&M Grade	Defects Observed	Method	Est. Cost
A5-1 A-15	8	289	VCP	5	2	Hole Soil Visible	CIPP Liner	\$40k
A10-4A A10-4	8	398	VCP	5	1	Hole Soil Visible	CIPP Liner	\$46k
A1-2 A1-1	8	365	VCP	5	1	Hole Soil Visible	CIPP Liner	\$44k
A10-2 A10-1A	8	333	VCP	4	5	Tap Break-in Intruding	Point Repair	\$20k
D-3 D-2	8	496	VCP	4	5	Tap Break-in Intruding	Point Repair	\$20k
J-8 J-7	8	255	PVC	4	- 5	Tap Factory Defective	CIPP Liner	\$36k
A11-3 A11-2	8	366	VCP	5	2	Hole Soil Visible	Point Repair, CIPP Liner	\$75k
F-1 A-17	8	418	VCP	4	4	Joint Offset Medium	CIPP Liner	\$22k
A6-1 A-20	8	256	VCP	4	4	Crack Longitudinal	CIPP Liner	\$32k
			L	Jac-	1	Estim	ated Construction Cost =	\$335k

The recommended method of rehabilitation for access manholes is epoxy coating, and polymer grout coating on bench due to the manholes being in early stages of deterioration. Manhole deterioration has not progressed to the extent where a structural insert is necessary, refer to *Table 14*.

Table 14 - Year Two Manhole Rehabilitation Project Cost

Manhole ID	Diameter (in)	Depth (ft)	Grade	Method	Est. Cost
A-24	60	16.9	Poor	Coating	\$16k
B-11	48	11.1	Poor	Coating	\$9k
B-2A	60	15.6	Poor	Coating	\$15k
E-3	48	7.9	. Poor .	Coating	\$7k
E-4	48	8.1	Poor	Coating	\$7k
F-4	48	7.7	Poor	Coating	\$7k
B-10	48	10.8	Poor	Coating	\$9k
B1-1	60	14.3	Poor	Coating	\$14k
J-5	60	10.6	Poor	Coating	\$11k
		Estimated	l Constructio	n Sub-Total =	\$95k

#### C. Year Three

Within the third year of the program it is recommended that the Town rehabilitation structural grade 4 pipe segments and replace mis-matched frame and covers (F&C) on manholes. The recommended method of rehabilitation for pipe segments with structural and O&M grade 5 defects is CIPP liner and point repair, refer to Table 15.

Table 15 - Year Three Pipe Rehabilitation Projects

Pipe ID	Pipe Dia (in)	Pipe Length (ft)	Material	Structural Grade	O&M Grade	Defects Observed	Method	Est. Cost
A-12_A-11	18	194	VCP	4	4	Tap Break-in Defective	CIPP Liner	\$34k
B-2A1_B-2A	8	383	VCP	4	4	Tap Break-in Defective	CIPP Liner	\$48k
A3-1_A-13	8	286	VCP	4	3	Fracture Multiple	CIPP Liner	\$36k
F-3_F-1	8	259	VCP	4	3	Fracture Circumferential	CIPP Liner	\$32k
D1-1_D-1	8	333	VCP	4	3	Crack Longitudinal	CIPP Liner	\$42k
H-1_B-6	8	435	VCP	4	3	Fracture Multiple	CIPP Liner	\$54k
A-19_A-18	18	294	VCP	4	3	Tap Break-in Defective	CIPP Liner	\$51k
G-7_G-6	8	397	VCP	4	2	Crack Longitudinal	CIPP Liner	\$50k
D-2_D-1	8	487	VCP	4	2	Joint Separated Large	CIPP Liner	\$61k
	8 <sub>3</sub> 8					Estimated (	Construction Cost =	\$408k

Table 16 – Year Three Manhole Rehabilitation Projects

Est. Cost	Method	MH Grade	Opening (in)	Diameter (in)	Manhole ID
\$2k	Replace F&C	Fair	24	48	A1-4
\$2k	Replace F&C	Fair	24	48	A1-5
\$2k	Replace F&C	Good	24	48	A7-1
\$2k	Replace F&C	Good	24	48	E1-1
\$2k	Replace F&C	Good	24	60	F2-1
\$2k	Replace F&C	Good	24	48	G1-1
\$2k	Replace F&C	Fair	24	48	G2-4
\$2k	Replace F&C	Fair	24	48	G3-3
\$2k	Replace F&C	Fair	24	48	G4-1
\$2k	Replace F&C	Fair	24	48	G4-2
\$2k	Replace F&C	Fair	24	48	G-4A
\$22k	ion Sub-Total =	d Construct	Estimate	· · · · · · · · · · · · · · · · · · ·	

#### D. Year Four

Within the fourth year of the rehabilitation program is it recommended to rehabilitate structural grade 4 pipe segments, no manhole repairs or replacement are required for this year. The recommended method of rehabilitation for these pipe segments is CIPP liner and point repair, refer to *Table 17*.

Table 17 – Year Four Pipe Rehabilitation Projects

Pipe ID	Pipe Dia (in)	Pipe Length (ft)	Material	Structural Grade	O&M Grade	Defects Observed	Method	Est. Cost
A1-5_A1-4	8	324	VCP	4	2	Fracture Multiple	CIPP Liner	\$41k
J-4_J-3	8	248	VCP	4	2	Fracture Multiple	CIPP Liner	\$31k
JC-1_J-5	8	184	VCP	4	2	Fracture Multiple	CIPP Liner	\$23k
J-3_J-2	8	365	VCP	4	2	Hole (no soil visible)	CIPP Liner	\$46k
JA-3_JA-2	8	201	VCP	4	2	Fracture Multiple	CIPP Liner	\$25k
F1-1_F-1	8	369	VCP	4	1	Fracture Multiple	CIPP Liner	\$46k
G4-3_G4-2	8	397	VCP	4	1	Fracture Multiple	CIPP Liner	\$50k
F-4A_F-4	8	207	VCP	4	1	Joint Offset Large	Point Repair	\$22k
JC-6_JC-5	8	311	VCP	4	1	Joint Offset Large	Point Repair	\$39k
D-6_D-5	8	361	VCP	4	1	Fracture Multiple	CIPP Liner	\$45k
A1-6_A1-5	8	329	VCP	4	1	Fracture Multiple	CIPP Liner	\$41k
	0	-	* 			Estimated	Construction Cost =	\$409k

#### E. Year Five

Within the fifth year of the rehabilitation program it is recommended to rehabilitate the remaining structural grade 4 and O&M grade 5 pipe segments, no manhole repairs or replacement are required for this year. The recommended method of rehabilitation for these pipe segments is CIPP liner and point repair, refer to *Table 18*.

Structural 0&M **Defects Observed** Method Est. Pipe Length Material Pipe ID Pipe Grade Cost Dia (in) Grade (ft) CIPP Liner \$40k VCP 4 1 Fracture Multiple 318 A1-4\_A1-3 8 \$43k CIPP Liner A7-1\_A-22 8 340 VCP 4 1 Tap Break-in Defective 394 VCP 4 1 Hole (no soil visible) CIPP Liner \$59k H2-2\_H2-1 8 A8-1\_A-23 8 433 VCP 4 1 Tap Break-in Defective CIPP Liner \$54k VCP 4 1 Tap Break-in Defective **CIPP Liner** \$18k B1-2\_B1-1A 12 91 CIPP Liner \$33k 262 VCP 4 1 Tap Break-in Defective F-4\_F-3 8 \$14k Point Repair 8 494 VCP 3 5 Tap Break-in Intruding E-1 A-19

5

5

5

Tap Break-in Intruding

Tap Break-in Intruding

Tap Break-in Intruding

Tap Break-in Defective

Point Repair

Point Repair

Point Repair

CIPP Liner

Estimated Construction Cost =

\$19k

\$13k

\$18k

\$14k

\$325k

Table 18 - Year Five Pipe Rehabilitation Projects

#### F. Summary

8

8

8

8

384

169

301

116

A11-4\_A11-3

CO-2A1\_B-2A1

D2-1\_D-2

COG1-1\_G1-3

The following is a summary of rehabilitation project costs by year, refer to *Table 19*. A 5-year rehabilitation phasing map can be found on page 23.

3

3

3

3

VCP

VCP

VCP

VCP

Description **Urgent Repair** Year One Year Two **Year Three** Year Four **Year Five** \$335k \$408k \$409 \$325k \$92k \$283k Pipe Rehabilitation \$142k \$95k \$22k --Manhole Rehabilitation \$53k \$43k \$20k \$56k \$56k \$55k Engineer's Design \$39k \$39k \$37k \$30k Construction Administration \$14k \$38k \$499k Estimated Total = \$126k \$518k \$525k \$525k \$398k

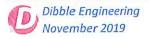
Table 19 – Rehabilitation Project Cost Summary

#### G. Cleaning & Next Assessment

As part of maintaining a properly functioning WCS, it is recommended that the sanitary sewer pipes be cleaned using hydro-jetting. Since this is the first condition assessment of the system and overall the system is functioning properly, it is recommended that cleaning be conducted in combination with the next condition assessment. It is recommended the Town conduct a new assessment of the WCS within 5 years after the conclusion of the 5-year rehabilitation program. Anticipated costs for the future assessment are reflected in *Table 20*.

Table 20 - Anticipated Future Assessment Costs

Description	Cost
Assessment Services	\$38k
CCTV Inspection Services	\$98k
Estimated Total =	\$136k



# H. Other Notable Findings

#### 1. Service Lateral Root Intrusion

The condition assessment process identified 24 O&M root intrusion defects extending from service laterals into the mainline pipe, refer to *Figure 17*. Roots observed entering the mainline from service laterals could create issues for the owners of the home or business the lateral is servicing. It is recommended that the owners with roots observed in their laterals be notified in order to give them the opportunity of having them removed prior to the root creating a back-up problem. Town ordinances clarify that the service lateral extending from the home/business to the main line is the responsibility of the owner.







Figure 17 - Lateral Root Intrusion

# 2. Cockroach Infestation

The condition assessment of manholes and pipe segments revealed a considerable quantity of cockroaches. Cockroaches living in a WCS are capable carrying disease picked up within the system and transmitting the disease to the public. Surrounding municipalities have instituted manhole insecticide programs to mitigate the growth of cockroaches within the system thus minimizing the potential spreading of diseases. As an example, the city of Phoenix is currently on a 2-year treatment cycle. For each cycle the paint color is changed to identify the year the application was completed. It is recommended that the Town implement a similar 2-year treatment cycle. The anticipated cost for each 2-year treatment is \$3,500.



# Attachment #9



# Town of Guadalupe

9241 South Avenida Del Yaqui → Guadalupe, Arizona → 85283-2598 → Phone: (480) 730-3080

December 3, 2020

Maricopa County Community Development 234 N. Central Avenue, 3<sup>rd</sup> Floor Phoenix AZ 85004

RE: MCCD CDBG Application FY 2021-2022

To Whom It May Concern:

This letter serves as the Town of Guadalupe's commitment to provide ongoing and continuous operational maintenance activities relative to the WCS Rehabilitation - 2022, as requested in the CDBG application FY 2021-2022

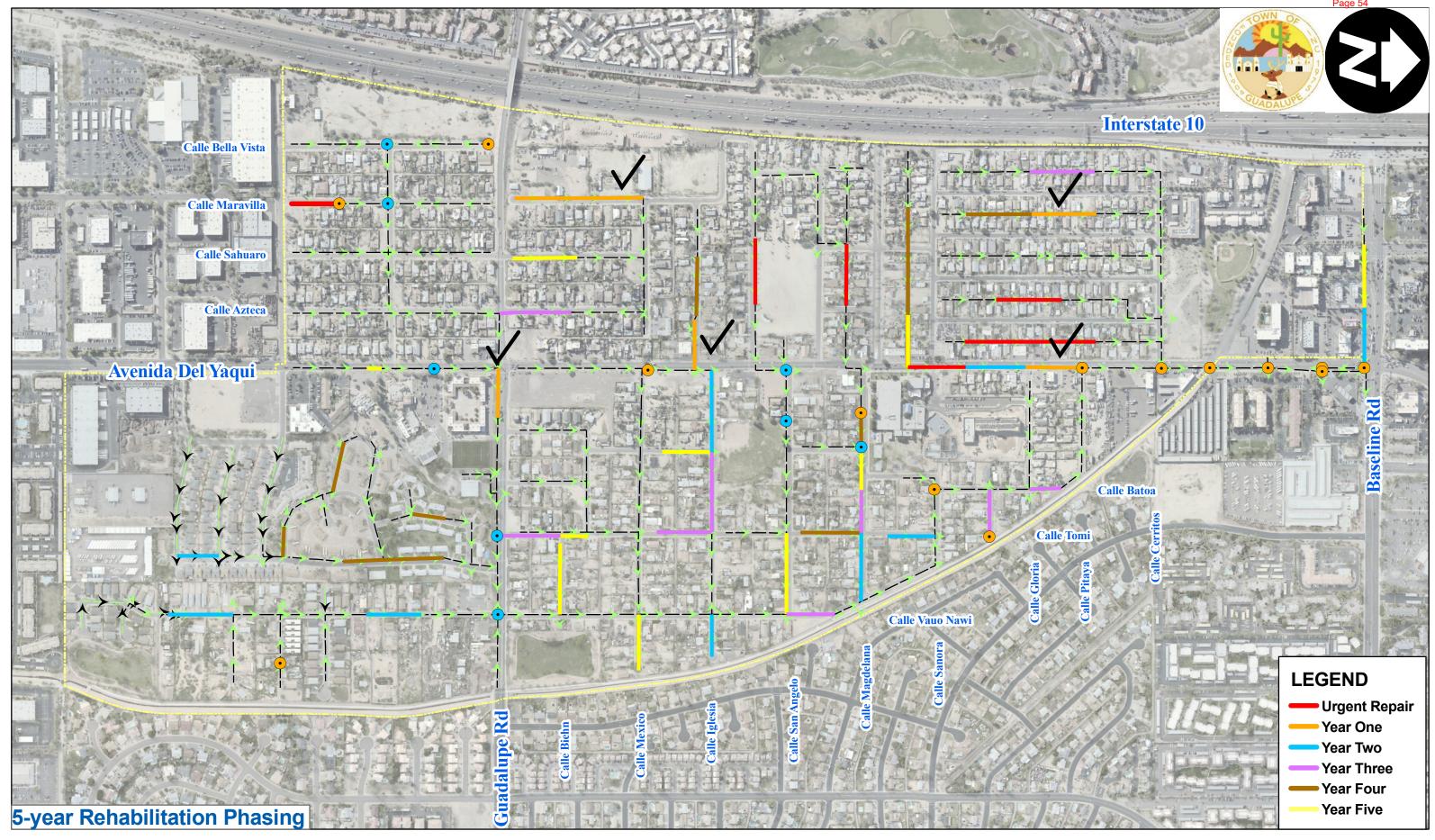
Operational maintenance activities will include hydro-jetting cleaning, CCTV inspection and assessment every ten years; insecticide manhole treatment every two years; and visual/functional inspection of sewer manhole covers during routine street maintenance. These operational maintenance activities will be performed on the entire Wastewater Collection System within the Town of Guadalupe. If you need additional information, please contact me at (480) 505-5376.

Sincerely,

Jeff Kulaga Town Manager/Clerk







# V. CONTRACT AGREEMENT

THIS AGREEMENT made as of the 25<sup>th</sup> day of November in the year of Two Thousand Twenty, between:

the OWNER: Town of Guadalupe

9241 South Avenida Del Yaqui Guadalupe, Arizona 85283

the CONTRACTOR: TSG Constructors, LLC

PO Box 71640

Phoenix, Arizona 85050

the PROJECT (name and number): Town of Guadalupe

**Guadalupe Town Hall Improvements** 

Project Number 1016014.11

the CONSULTANT: Dibble Engineering

7878 North 16th Street, Suite 300

Phoenix, Arizona 85020

the OWNER and the CONTRACTOR agree as set forth below.

# A. THE CONTRACT DOCUMENTS

The Contract Documents consist of this AGREEMENT, the project Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of the AGREEMENT. These form the Contract, and all are as fully a part of the Contract as if attached to this AGREEMENT or repeated herein and except for modifications after execution of this AGREEMENT are as follows:

Invitation to Bid
Instructions to Bidders
General Contract Conditions
Contract Agreements
Statutory Payment Bond
Affidavit of Settlement of Claims

Project Drawings
Technical Specifications
Statutory Performance Bond
List of Subcontractors
Contract Change Order
Affidavit of No Collusion

Bidding Schedule Federal Provisions for Town of Guadalupe

# B. THE WORK

The **CONTRACTOR** shall perform all the Work specified or indicated in the Contract Documents. The Scope of Work Involves the Following:

- Removal and disposal of existing male and female lavatories and installation of new lavatories.
- Removal and disposal of existing reception desk.
- Installation of new millwork reception desk.
- Removal and relocation of double doors at lobby north area.
- Limited demolition of non-rated, non-load bearing interior walls
- New build-outs-warehouse/food pantry with new finishes, mechanical and electrical work.

# C. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 1. The Work to be performed under this contract shall be commenced in accordance with "3" below.
- 2. Subject to authorized adjustments, Substantial Completion shall be achieved not later than the date indicated on the "Notice to Proceed".
- 3. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning, rate of process, and the time for completion of the Work to be done hereunder, are ESSENTIAL CONDITIONS of this Contract, and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on the date of "NOTICE TO PROCEED". The CONTRACTOR agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the CONTRACT TIME stated in the Invitation to Bid or as adjusted by addendum. He also shall consider that the OWNER needs the complete use of these facilities as quickly as possible.
- 4. In the event that the CONTRACTOR shall neglect, fail or refuse to complete the Work within the time specified, then the CONTRACTOR does hereby agree, as part consideration for the awarding of this Contract, to pay to the OWNER Four Hundred (\$400.00) dollars and no cents per day, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the Work. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages the OWNER would in such event sustain.

# D. CONTRACT SUM

The OWNER shall pay the **CONTRACTOR** based on additions and deductions by Change Order as provided in the Contract Documents, the contract sum of **\$417,000.00** (Base Bid)

The Contract sum is determined by the **CONTRACTOR's** accepted sealed bid amount.

# **E. PROGRESS PAYMENTS**

Based upon applications for Payment submitted to the Consultant by the **CONTRACTOR** and Certificates for Payment issued by the Consultant, the **OWNER** shall make progress payments on the Contract Sum to the **CONTRACTOR** less retention from each payment in accordance with the latest revision of the Arizona State Statutory requirements. These Progress Payments will be for labor, materials and equipment incorporated in the Work and/or material and equipment suitably stored for use on the project as approved by the Consultant.

# F. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the **OWNER** to the **CONTRACTOR** when the Work has been completed, the Contract fully performed, a final Certificate for Payment has been issued, and the **CONTRACTOR's** Affidavit regarding Settlement of Claims is completed.

# **G. MISCELLANEOUS PROVISIONS**

- 1. **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 2. **CONTRACTOR** has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by the Consultant in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 3. CONTRACTOR has made or caused to be made, examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article I as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 4. **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 5. **CONTRACTOR** has given Consultant written notice of all Conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Consultant is acceptable to **CONTRACTOR**.
- 6. Terms used in the AGREEMENT which are defined in the General Conditions shall have the meanings indicated in the General Conditions.
- 7. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the other party to this Contract (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8. **OWNER** and **CONTRACTOR** each binds himself, his partners, successors, assignees and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9. Termination, Postponement or Abandonment. The right is reserved by the **OWNER** to terminate, indefinitely postpone Work, or abandon the project. This Contract may be terminated by giving written notice to the **CONTRACTOR** at least twenty-four (24) hours prior to the effective date of termination. In the event of such termination, the **OWNER** shall be liable to the **CONTRACTOR** only to the extent as provided by this Contract for materials supplied and Work completed prior to

the effective date of termination. The **OWNER** will comply with the latest revisions of the Arizona State Statutory requirements for negotiation of the contract termination.

- 10. Retention of Records. The **CONTRACTOR** agrees that the Department of Housing and Urban Development, the Comptroller General of the United States, Town of Guadalupe, or any of their duly authorized representatives, may have access to any accounting records, books, documents, papers or records of the **CONTRACTOR** which are directly pertinent to this contract for the purpose of audit, examination, excerpts, and transcripts for a period of three (3) years from the date of acceptance of certificate of completion. (In the event litigation, a claim or audit is begun before the expiration of the three-year period, said records shall be retained until all such actions or audit findings involving the records have been resolved.)
- 11. Equal Employment Opportunity. In the performance of this Contract, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or handicap. The **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder.
- 12. Indemnification. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226: In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the TOWN OF GUADALUPE, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, indemnify and hold harmless, the TOWN OF GUADALUPE, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any act or omission of the CONTRACTOR, anyone CONTRACTOR directly or indirectly employs or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the TOWN OF GUADALUPE.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph. The scope of this indemnification does not extend to the sole negligence of the **TOWN OF GUADALUPE**.

13. **CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. minimum rating of A-. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **TOWN OF GUADALUPE**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **TOWN OF GUADALUPE**, and any insurance or self-insurance maintained by the **TOWN OF GUADALUPE** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **TOWN OF GUADALUPE**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **TOWN OF GUADALUPE** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **TOWN OF GUADALUPE**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **TOWN OF GUADALUPE** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **TOWN OF GUADALUPE** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **TOWN OF GUADALUPE'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **TOWN OF GUADALUPE**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

a. Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- b. <u>Automobile Liability</u>. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- c. Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.
- d. <u>Builders' Risk (Property) Insurance.</u> The CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the TOWN OF GUADALUPE has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the TOWN OF GUADALUPE, the CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction and shall continue until the work is completed and accepted by the TOWN OF GUADALUPE. For new construction projects, the CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, the CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property comes under **CONTRACTOR'S** control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is

being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the **TOWN OF GUADALUPE**, the **CONTRACTOR** will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverages may be modified by an amendment to the Contract documents.

e. <u>Certificates Of Insurance.</u> Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **TOWN OF GUADALUPE** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **TOWN OF GUADALUPE** fifteen (15) days prior to the expiration date.

f. Cancellation And Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the TOWN OF GUADALUPE.

Building Permit Fees (\$6,108) will be waived as an in-kind contribution by the Town of Guadalupe.

**IN WITNESS WHEREOF** the parties hereto have executed this CONTRACT in duplicate as of the day and year first herein written.

CONTRACTOR	TOWN OF GUADALUPE
BY:	BY:
TITLE:	TITLE:
DATE	DATE

# TOWN OF GUADALUPE 9241 S Avenida Del Yaqui Guadalupe, AZ 85283

Bid Opening Results
Friday, November 20, 2020, 2pm
Town Hall Improvements: Reception Area and CAP Office

COMPANY	PRICE	CHECK FOR 10%
ARIZONA SPECIALTY DEMOLITION		
BLACKHAWK CONSTRUCTION LLC	# 430,841 - Dase 453,428 - alter	rate
CONCORD		
DL NORTON		
P3 ELECTRIC		
PIMMEX CONTRACTING		
RWK ELECTRIC COMPANY		
SDB		
SIGNATURE PROJECTS		
STRAIGHT ARROW CONTRACTING	# 465,000 - Dase 489,000 - alter 417,000 - Dase 440,000 - arter	Vrate
TSG CONSTRUCTORS	# 417,000 - base 440,000 - atter	rate

Jung Sols

MKn-