NOTICE OF REGULAR COUNCIL MEETING

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 Regular City Council meeting at 7:00 p.m., Wednesday, August 10, 2016. The meeting 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 GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el dia Miercoles 10 de Agosto del 2016. La junta se llevara a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona 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 qua 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, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona A.R.S §1-602.A.9, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. 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 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 los Estatutos del Estado de Arizona A.R.S. §1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AMENDED
August 9, 2016

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
August 10, 2016
7:00 p.m.

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

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. CONSENT AGENDA
All matters are considered to be routine by the City Council and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

4. A. Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

4. B. Discussion and possible action on any and all matters regarding the contribution to the Greater Yuma Port Authority, Inc. for Fiscal Year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

4. C. Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

4. D. Discussion and possible action on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for Fiscal Year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

4. E. Discussion and possible action on any and all matters regarding the Memorandum of Understanding with the Humane Society of Yuma for Fiscal Year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

4. F. Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for fiscal year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

4. G. Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for fiscal year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

4. H. Discussion and possible action on any and all matters regarding approval of the contract for the ComicCon event in San Luis, Arizona for Fiscal Year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

4. I. Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for fiscal year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

4. J. Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry, for fiscal year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

4. K. Discussion and possible action on any and all matters regarding Resolution No. 1153. A resolution of the Mayor and Council of the City of San Luis, Arizona approving contribution to transit fund for the Yuma County Area Transit (YCAT) public transportation services. **(Tadeo A. De La Hoya, Interim City Manager)**

4. L. **MINUTES OF**
-Special Council meeting held June 15, 2016
-Special Council meeting held June 29, 2016
-Regular Council meeting held July 13, 2016
-Special Council meeting held July 20, 2016

4. M. **DISBURSEMENTS FROM JULY 18, 2016 TO JULY 29, 2016**
Total Disbursements $657,458.50
(Six Hundred Fifty-Seven Thousand, Four Hundred Fifty-Eight Dollars and Fifty Cents)

5. **DISCUSSION AND POSSIBLE ACTION ITEMS:**

5. A. Discussion and possible action on any and all matters regarding possible purchase of ambulances and related equipment. **(Hank Green, Fire Chief)**

5. B. Discussion and possible action on Resolution No. 1156. A Resolution of the Mayor and City Council of the City of San Luis, Arizona providing a thirty-day notice to terminate the Intergovernmental Agreement for Provision of Fire Personnel Services between the City of San Luis and the City of Somerton dated October 14, 2015. **(Hank Green, Fire Chief)**

5. C. Discussion and possible action on any and all matters regarding authorization to award a construction contract to Robert E. Porter Construction Co., Inc. for the East Wastewater Treatment Plant concrete basin repairs. **(Eulogio Vera, Public Works Director).**

5. D. Discussion and possible action on any and all matters regarding authorization to award a post design services contract for the Juan Sanchez Boulevard Sewer Lift Station Project to Dahl, Robins and Associates, Inc. **(Eulogio Vera, Public Works Director)**

5. E. Public hearing followed by discussion and possible action on any and all matters regarding recommendation of an Application For Extension of Premises/Patio Permit to the Arizona Department of Liquor Licenses and Control to authorize La Bodega Kitchen and Bar to sell alcohol on September 9, 2016 at the Off-Road Expo San Luis 2016 promotional event. **(Ruben Walshe, La Bodega Kitchen and Bar)**

A. Open public hearing
   1. Staff / Applicant Presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Application For Extension of Premises/Patio Permit to the Arizona Department of Liquor Licenses & Control

5. F. Discussion and possible action on any and all matters regarding Resolution No. 1155. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving Intergovernmental Agreement of the 4FrontED Binational Program to support Economic Development in the Greater Yuma Region. **(Jenny Torres, Community Development Director)**

6. SUMMARY OF CURRENT EVENTS
Events by Mayor, Council Members, City Manager, and/or City staff pursuant to A.R.S. §38-431.02 (K).

7. CALL TO THE PUBLIC
This is the time for the public to comment. Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01 (H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.

8. EXECUTIVE SESSION
Vote to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(1), A.R.S.§38-431.03(A)(3), and A.R.S. §38-431.03(A)(4)

8. A. Discussion and possible action to hold an executive session pursuant to A.R.S. §38-431.03(A)(1), A.R.S.§38-431.03(A)(3), and A.R.S. §38-431.03(A)(4) on any and all matters relating to the position of Chief of Police including evaluation of performance and possible discussion of approval of terms and conditions pursuant to San Luis City Code §32.02 and possible consultation with and/or instruction to the City Attorney or City's Attorneys. **(Tadeo A. De La Hoya, Interim City Manager and Kay Marion Macuil, City Attorney**)

9. MOTION TO GO BACK INTO REGULAR SESSION

10. ADJOURNMENT

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. A.**

Meeting Date: 08/10/2016

Department Head: Tadeo De la Hoya, Interim City Manager, Administration

Submitted By: Joselyn Medina, Assistant to Council/PIO, City Council

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

SUMMARY:

Service: The Greater Yuma Economic Development Corporation (GYEDC) is a non-profit corporation which provides services focused on attracting commerce and industry to the region, and assisting in developing the region's existing industry to its fullest potential. The agreement sets out the City's goals for GYEDC and how GYEDC will meet those goals. Some of the specifics are: Identifying 10 qualified business prospects to locate in San Luis; a marketing plan and implementation of it; promotion of the incubator; and expanding systems of collection of demographic statistics and indicators need by manufacturers, distributors, retailers and developers.

Amount: The City has entered into agreement with GYEDC for economic development services in the past and has already budgeted funds in the amount of **$40,000.00** for services to continue until the end of the 2016-2017 Fiscal Year on June 30, 2017.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT WITH GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION FOR THE FISCAL YEAR 2016-2017 IN THE AMOUNT OF $40,000.00.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$40,000.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	N/A

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: Account # 100-110-80000 Contractual Services/Remaining Balance $421,500.00

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

Contract amount is budgeted for Fiscal Year 2016-2017.

Attachments

GYEDC Agreement

GYEDC Letter

OUTSIDE AGENCY AGREEMENT
GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION

THIS Agreement is entered into by and between the CITY OF SAN LUIS, an Arizona municipal corporation, hereinafter called "CITY" and the GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION, an Arizona nonprofit corporation, hereinafter called "Greater Yuma Economic Development Corporation."

WHEREAS, the CITY is interested in obtaining for its benefit the knowledge and experience of Greater Yuma Economic Development Corporation to perform special professional services for the development of the CITY'S economic base and Greater Yuma Economic Development Corporation is interested in providing such services.

NOW, THEREFORE, the parties hereto, in consideration of the above recitals and the following mutual covenants and stipulations, agree as follows:

I. GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION AGREES TO PERFORM THE FOLLOWING:

A. The CITY'S goals for Greater Yuma Economic Development Corporation shall be as follows:

1. Work jointly with the CITY economic development representative to promote and strengthen regional economic development cooperation and coordination;

2. Support a strong business climate and promote the image of the City of San Luis for relocation of business to the CITY;

3. Qualify and assist companies to locate in the City of San Luis;

4. Build a strong and effective regional economic development organization;

5. Promote increases in private sector financing, support and participation;

6. Identify and develop through substantial effort at least 10 qualified prospects for location in the City of San Luis.

7 Encourage the jobs for City of San Luis residents and targeted socio-economic persons or groups within the City of San Luis.

8. Maintain a structured Business, Retention and Expansion program, making a minimum of 15 completed survey calls annually.

B. In furtherance of the foregoing goals, Greater Yuma Economic Development Corporation agrees as follows:

1. Implement a budget and action plan. Greater Yuma Economic Development Corporation shall use its best efforts to expend funds and implement the budget and action plan, as adopted by Greater Yuma Economic Development Corporation Board of Directors (Board). Greater Yuma Economic Development Corporation shall inform the CITY of changes in the adopted budget and action plan that will materially affect or alter the priorities established in each.

2. Work in direct partnership with the CITY'S economic development representative on the creation and implementation of a marketing plan. Greater Yuma Economic Development Corporation shall from time to time solicit the input of CITY representatives on the formulation of future marketing strategies and advertisements.

3. Promote and strengthen regional economic development cooperation and coordination. In order to promote and strengthen regional economic development cooperation and coordination in Yuma County, Greater Yuma Economic Development Corporation shall:

   (a) Participate with national, state and regional economic development organizations involved in national and statewide economic development, and coordinate the Yuma County component thereof, and

   (b) Coordinate and work in conjunction with the CITY economic development representative(s) to assist with the CITY'S participation in state and international economic development initiatives.

4. Qualify and assist companies considering locating in the greater Yuma area. In order to qualify and assist new companies Greater Yuma Economic Development Corporation shall:

   (a) Use its best efforts to continue to identify and through substantial efforts develop at least 10 out-of-city prospects for location in the City of San Luis in targeted economic clusters;

   (b) Continue to provide all qualified prospects with coordinated professional services;

   (c) Update and maintain the database of available properties;

(d) Coordinate and work with CITY economic development representative(s);

(e) Provide the CITY'S Board representatives and economic development representative(s) monthly activity reports, and

(f) Engage the City of San Luis economic development representative(s) in all site visits of companies for location within the City of San Luis, including the need for a predevelopment meeting, prior to any proposal being made.

5. Develop a strong effective regional development organization. In order to promote the development of a strong and effective regional economic development organization, Greater Yuma Economic Development Corporation shall:

(a) Use its best efforts to secure public and private sector funding to achieve its goals successfully;

(b) Professionally develop Greater Yuma Economic Development Corporation staff;

(c) Operate Greater Yuma Economic Development Corporation in accordance with Greater Yuma Economic Development Corporation articles of incorporation and bylaws, and all amendments thereto, and

(d) Uphold and support policies of the City of San Luis with each client of Greater Yuma Economic Development Corporation and explore economic development solutions that will uphold the goals of City of San Luis policies.

6. Develop and maintain strong private sector support and participation. In order to achieve the goals set forth in the marketing of the region, Greater Yuma Economic Development Corporation shall continue to secure private sector contributions.

7. Secure bona fide leads such as startups or expanding manufacturing companies to lease the San Luis Business Incubator. A minimum of two manufacturing companies shall be secure for the two larger suites at the business incubator the first year. Continue to assist in recruiting companies as vacancies arise by assisting in building a waiting list as potential tenants.

C. Administrate funding for a regional economic development effort with the City of San Luis and San Luis Rio Colorado, Sonora as a defined bi-national region.

D. Hire and/or retain, at its discretion, a President/CEO and necessary staff to carry out the tasks described herein.

E. Continue the program of identifying, contacting and attracting capital investors and other outreach services for business, commercial, and industrial development within the City of San Luis. This program is to be accomplished through (1) visitations and presentations to business persons and manufacturers who have indicated an interest in locating in the City of San Luis, and (2) providing assistance to all prospects, including local investors and developers, in satisfying the need for information to facilitate the potential expansion and/or location of businesses, commercial and industrial facilities, or projects in the City of San Luis area.

F. Continue to expand the system of collecting demographic statistics and economic indicators needed by manufacturers, distributors, retailers, and developers in deliberations regarding the City of San Luis as a potential site for business, commercial, and industrial development.

G. Continue printing, publishing, and distributing of documented demographics and other information concerning the City of San Luis, as a resource document and sales tool to attract manufacturers, distributors, retailers and developers.

H. Expend its resources to recruit, for relocation and expansion, businesses that will meet or exceed environmental rules and regulations of local, state, regional, and national governments. Greater Yuma Economic Development Corporation shall consider any actual or potential environmental impact or threat the business may have to the community. Greater Yuma Economic Development Corporation shall consult with the CITY economic development representative(s) or the City Administrator or designee regarding the hazardous material environmental impacts of prospective businesses. Greater Yuma Economic Development Corporation will coordinate information for potential businesses of the city code and ordinance requirements for a hazardous material impact review.

I. Cooperate with the greater San Luis community in efforts and activities to expand economic opportunities within the region, downtown, port of entries and industrial parks.

J. Maintain accurate records of CITY monies received and disbursed. Greater Yuma Economic Development Corporation shall maintain an accounting system which complies with generally accepted accounting principles and with the AICPA Audit Guide for Non-Profit Corporations and which accounts for all funds provided by the CITY pursuant to this Agreement.

K. Annually provide the CITY with names and addresses of officers or directors, and copies of bylaws, and articles of incorporation and amendments thereto of Greater Yuma Economic Development Corporation. In the event of any change of officer and/or director, bylaws or articles of incorporation, Greater Yuma Economic Development Corporation shall also provide notice of said change to CITY within 30 days thereafter. All documentation required hereinafter shall be reviewed by the Greater Yuma Economic Development Corporation Board of Directors prior to submission and shall be filed with the City Administrator within thirty (30) days after the end of the period stated. The required reports and records are set forth as follows:

1. Monthly financial statement as presented to the Board of Directors.

2. A semi-annual program status report regarding monies received. This report shall contain analytical memoranda which:

   (a) Describes results of activities and expected achievements.

   (b) Describes program effectiveness.

L. Provide a brief monthly status report to CITY representatives at its monthly Board meeting.

M. Provide notice of all meetings to the City Administrator, and/or his designee, who may attend all meetings of the Board of Directors.

N. Make reports at meetings of the City Council no less than twice annually on the progress of its work program.

II. THE CITY SHALL PROVIDE THE FOLLOWING:

A. Evaluate Greater Yuma Economic Development Corporation performance relative to the performance criteria set forth herein in order to assess the impact of the efforts of Greater Yuma Economic Development Corporation. Any additional information desired by the CITY which is relevant and necessary to the CITY'S evaluation shall be made available by Greater Yuma Economic Development Corporation.

B. Pay Greater Yuma Economic Development Corporation for the Fiscal Year 2016-2017, unless terminated as provided herein, that amount which is stated herein. Such sum is to be disbursed on a prorata quarterly basis.

C. The method of payment shall be as follows:

1. Greater Yuma Economic Development Corporation shall submit a request for payment quarterly to the CITY'S Director of Finance, pursuant to approval of Greater Yuma Economic Development Corporation annual budget by its Board of Directors.

2. Upon approval of the request for payment by the CITY, the CITY'S Director of Finance shall make payments within 15 days to Greater Yuma Economic Development Corporation, except as provided in subsection C.

D. The CITY may withhold payment, in whole or in part, as may be necessary to protect it from loss on account of:

1. Greater Yuma Economic Development Corporation's failure to render acceptable services as stated in the performance criteria of Section I. The City Administrator, or designee, shall investigate and monitor the quality of Greater Yuma Economic Development Corporation services in order to determine whether such services are acceptable. Upon determination by the City Administrator that acceptable services are not being rendered, the City Administrator shall notify Greater Yuma Economic Development Corporation of the specific deficiencies in performance and provide a reasonable time for the Greater Yuma Economic Development Corporation to rectify said deficiencies. In no event shall such time to rectify exceed 90 days. Whether or not Greater Yuma Economic Development Corporation services are acceptable will be the CITY'S exclusive decision.

2. Greater Yuma Economic Development Corporation's failure to supply information, records or reports as required.

3. Greater Yuma Economic Development Corporation's failure to comply with documentation requirements or accounting procedures.

4. Greater Yuma Economic Development Corporation's failure to allocate money received from the CITY for the purposes described herein.

III. FINANCIAL SUPPORT AND TERM OF AGREEMENT:

A. The term of this Agreement shall be for one year commencing on July 1, 2016 and ending on June 30, 2017.

B. The CITY agrees to pay Greater Yuma Economic Development Corporation an amount of $40,000 for services to be provided by Greater Yuma Economic Development Corporation pursuant to the Agreement during Fiscal Year 2016-2017.

C. Funding of this Agreement shall be subject to the annual appropriation of funds for this activity by the City Council pursuant to the required budget process of the CITY.

D. Renewal of this Agreement beyond the current agreement will be contingent upon Greater Yuma Economic Development Corporation performance hereunder. If Greater Yuma Economic Development Corporation's performance does not, in all material respects, meet the minimum requirements as described in Section I. A. through N. of this Agreement, this Agreement may not be renewed by the City Council.

E. Nothing herein shall preclude the CITY from contracting separately with Greater Yuma Economic Development Corporation for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the CITY and Greater Yuma Economic Development Corporation.

IV. TERMINATION:

This Agreement may be terminated by the CITY before the end of the term set forth herein if any of the following occur:

A. Without cause at any time with 90 days notice whenever the CITY determines that such termination is in the best interests of the CITY.

B. By mutual written consent of both parties hereto.

C. For breach or default by Greater Yuma Economic Development Corporation of any of its obligations set forth herein.

V. INDEMNIFICATION:

To the fullest extent permitted by law Greater Yuma Economic Development Corporation shall indemnify and hold harmless the CITY, its agents and employees from and against all claims, damages, losses, expenses, and injury to property or persons (including death), including but not limited to attorney's fees,

caused in whole or in part by any negligent act or omission of Greater Yuma Economic Development Corporation, or anyone directly or indirectly employed by Greater Yuma Economic Development Corporation for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder, whether authorized by Greater Yuma Economic Development Corporation or not, including theft by Greater Yuma Economic Development Corporation or any of its officers, agents, employees, guests, patrons, invitees or trespassers, arising out of or resulting from this Agreement.

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.

VI. INSURANCE:

Greater Yuma Economic Development Corporation shall, at its own expense, secure and maintain during the term of this Agreement commercial general liability insurance including bodily injury, property damage, contractual, personal injury, and products/completed operations. Liability limits shall be no less than $2,000,000 per occurrence combined single limit and shall be primary and not contributory to any other coverage available to the CITY or its employees. The CITY shall be named as an additional insured, and certificates of insurance with endorsements for the requirements herein shall be delivered to the CITY prior to the commencement of this Agreement. Failure to provide required coverage and compliance with the terms and conditions of this Agreement shall not waive the contractual obligations herein. If the policy or policies are canceled by the insurance company or Greater Yuma Economic Development Corporation during the term of this Agreement, Greater Yuma Economic Development Corporation and insurance company shall provide ninety (90) days written notice prior to the effective date of such cancellation or termination to the CITY.

VII. GENERAL CONDITIONS:

A. Nondiscrimination. Greater Yuma Economic Development Corporation shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the Americans with Disabilities Act of 1990. In addition, Greater Yuma Economic Development Corporation shall include similar requirements of subcontractors in any contracts entered into for performance of Greater Yuma Economic Development Corporation obligations under this Agreement.

B. Financial Review.

1. Greater Yuma Economic Development Corporation shall make its financial records available for inspection by the CITY, or its designee, upon reasonable notice during normal business hours of the CITY.

2. If the CITY desires a financial audit by a certified public accountant of Greater Yuma Economic Development Corporation financial records to verify use of the funds of the organization according to the terms and conditions of this Agreement, Greater Yuma Economic Development Corporation shall cooperate fully in the performance of such audit. Greater Yuma Economic Development Corporation shall not be responsible for the cost of such an audit if requested by the CITY and shall be entitled to a copy of any resulting reports that are received by the CITY.

C. Compliance with Law. Greater Yuma Economic Development Corporation shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, Greater Yuma Economic Development Corporation shall include similar requirements of subcontractors in any contracts entered into for performance of Greater Yuma Economic Development Corporation obligations under this contract.

D. Binding on Successors. The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto.

E. Attorney Fees and Costs. In the event any action, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration, and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.

F. Laws Governing. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance.

G. Venue. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in Superior Court in Yuma County, Arizona.

H. Waiver. The failure of either party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in the exercise of any rights or remedies, shall not release either party from any of the

responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either party to insist upon strict performance of this Agreement.

I. Severability. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

J. Integration. This Agreement contains the entire agreement between the parties, and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in this written Agreement shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

K. No Partnership. Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the parties and neither party shall be deemed the principal, agent, officer, or member of the other.

L. Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of Greater Yuma Economic Development Corporation of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.

M. Dispute Resolution. If the parties mutually agree, claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration in accordance with the Arizona Uniform Rules of Procedure for Arbitration currently in effect. Request for arbitration shall be filed in writing with the other party to this Agreement.

N. Conflict of Interest. This contract shall be subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.

O. Environmental Conditions. Greater Yuma Economic Development Corporation shall take all steps necessary to ensure its compliance with all applicable federal, state, and local environmental laws, regulations and ordinances, and shall indemnify and hold the CITY harmless for any remediation required and from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or

death to any person or damage to any property or the environment of any nature whatsoever arising out of violations of such laws, regulations and ordinances.

P. Notices. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, or mailing by United States mail, postage prepaid, registered or certified, return receipt, addressed as follows:

To CITY:
City of San Luis
Attn: City Administrator
P.O. Box 1170
San Luis, Arizona 85349

To GYEDC:
Greater Yuma Economic
Development Corporation
Attn: Chairman
899 E Plaza Circle Ste 2
Yuma, Arizona 85364

Q. Compliance with Federal and State Laws. Greater Yuma Economic Development Corporation warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility.

A breach of this clause shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement.

The CITY retains the legal right to inspect the papers of any Greater Yuma Economic Development Corporation or subcontractor employee who works on this Agreement to ensure that Greater Yuma Economic Development Corporation or subcontractor is complying with this warranty.

R. Employees, directors, board members, officers, and volunteers of the Greater Yuma Economic Development Corporation are prohibited from engaging in any political activity with respect to candidates for political office beyond the private expression of personal opinion, registering as a member of a political party, signing petitions and voting in any special, general, or primary election. No employee, director, board member, officer, or volunteer shall solicit any contribution in cash or service from any Greater Yuma Economic Development Corporation employee, director, board members, officer, or volunteer to support any candidate for public office. No employee, director, board member, officer, or volunteer shall use the name of the Greater Yuma Economic Development Corporation, or use their affiliation with the Greater Yuma Economic Development Corporation, to engage in any political activity of any kind or to solicit any contribution in cash or services to support any candidate

for public office. If an employee, director, board member, officer, or volunteer should engage in said activities, they shall make it clear that they are doing so in their personal and private capacity, and are not associated with the Greater Yuma Economic Development Corporation in any way while engaging in said activity. Employees, directors, board members, officers, and volunteers will refrain from engaging in any political activity while attending or participating in the Greater Yuma Economic Development Corporation function or event.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 2016.

CITY OF SAN LUIS , a municipal corporation

_____
Tadeo A. De La Hoya
Interim City Administrator

ATTEST:

_____
Sonia Cornelio
City Clerk

_____
Date

APPROVED AS TO FORM:

_____
Kay Marion Macuil
City Attorney

GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION, an Arizona nonprofit corporation

_____
Chairman

_____
President

Greater Yuma
ECONOMIC DEVELOPMENT CORP

April 28, 2016

Mayor Gerardo Sanchez
P.O. Box 1170
San Luis AZ 85349

Dear Mayor Sanchez,

Greater Yuma Economic Development Corporation (GYEDC) is very grateful to the City of San Luis for the outstanding partnership we have, and the financial support given to this organization. The City elected leaders and the administration continue to be disciplined stewards for all San Luis residents and visitors. The dedication and diligence demonstrated by all of you is sincerely appreciated.

As you are aware, budget stability has been a key focus of the GYEDC Governance Committee. A method that has been widely accepted nationwide and implemented across the State of Arizona is a per capita calculation. Albeit this method is vulnerable to multiple types of data collection and estimations, it is a proven model that lends itself to stability.

The City of San Luis currently invests $32,500 annually in our efforts, which is a significant increase from prior years and we are most grateful. As we continue to march towards the per capita method of funding we maintain the need to reach the $2.50 per resident based on the 2010 census population of 25,505. This equates to a budget request from the City of San Luis of $63,763 per year. On average throughout the State of Arizona, per capita spending by Public Entities for Economic Development is $5.32 per person based upon 2000 census population.

We empathize with the budget constraints that have been placed upon all Communities and Counties. We ask that in the current fiscal environment if a small increase towards the per capita level can be approved we would be most grateful.

We are grateful to you for your consideration of this request. Please feel free to call or email me with any questions you may have about our programs. We thank you for your partnership and look forward to many more great years together.

Sincerely,

Julie Engel
President/CEO
899 E. Plaza Circle, Suite 2
Yuma, AZ 85365

cc
Vice Mayor Matias Rosales
City Administrator

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. B.**

Meeting Date: 08/10/2016

Department Head: Tadeo De la Hoya, Interim City Manager, Administration

Submitted By: Joselyn Medina, Assistant to Council/PIO, City Council

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contribution to the Greater Yuma Port Authority, Inc. for Fiscal Year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

SUMMARY:

Service: The Greater Yuma Port Authority provides Master Planning to the Port Authority's lands and Capital for Development of those lands. The Greater Yuma Port Authority is a non-profit corporation created by the City of San Luis, the City of Somerton, the County of Yuma and the Cocopah Tribe.

Amount: The City has contributed funds since the inception of the Greater Yuma Port Authority in the year 2000. The City has already budgeted funds in the amount of **$50,000.00** until the end of the Fiscal Year 2016-2017 on June 30, 2017.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO PAY THE ANNUAL CONTRIBUTION TO THE GREATER YUMA PORT AUTHORITY, INC. FOR THE FISCAL YEAR 2016-2017 IN THE AMOUNT OF $50,000.00.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$50,000.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	No Transfer Required
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	Account #100-110-80000, Contracted Services/ Remaining Balance $421,500.00

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

Account # 100-110-80000, City Council's Contracted Services. Contribution amount of $50,000.00 is budgeted for the 2016-2017 Fiscal Year.

Attachments

Bylaws

First Amended and Stated Bylaws

BYLAWS

OF

GREATER YUMA PORT AUTHORITY, INC.
(An Arizona Nonprofit Corporation)

ARTICLE I

REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

1.1 Certain References. Any reference herein made to law will be deemed to refer to the law of the State of Arizona, including any applicable provision of Title 10 of the Arizona Revised Statutes, or any successor statute, as from time to time amended and in effect. Any reference herein made to the corporation's Articles will be deemed to refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Arizona Corporation Commission. References to specific sections of law herein made shall be deemed to refer to such sections, or any comparable successor provisions, as from time to time amended and in effect.

1.2 Seniority. The law and the Articles (in that order of precedence) will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the law and such Articles (in that order of precedence), and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

1.3 Computation of Time. The time during which an act is required to be done, including the time for the giving of any required notice herein, shall be computed by excluding the first day or hour, as the case may be, and including the last day or hour.

ARTICLE II

OFFICES

2.1 Principal Office. The principal office of the corporation shall be located at any place either within the State of Arizona as designated in the corporation's most current Annual Report filed with the Arizona Corporation Commission or in any other document executed and delivered to the Arizona Corporation Commission for filing. If a principal office is not so designated, the principal office of the corporation shall mean the known place of business of the corporation. The corporation may have such other offices, either within or without the State of Arizona, as the Board of Directors may designate or as the business of the corporation may require from time to time.

2.2 Known Place of Business. A known place of business of the corporation shall be located within the State of Arizona and may be, but need not be, the address of the statutory agent of the corporation. The corporation may change its known place of business from time to time in accordance with the relevant provisions of the Arizona Nonprofit Corporation Act.

ARTICLE III

MEMBERS

3.1 Initial Members. The initial members of the corporation shall be as follows:

Yuma County, Arizona

City of San Luis, Arizona

City of Somerton, Arizona

Cocopah Indian Tribe

3.2 Additional Members. Additional members may be added by vote of the Board of Directors as provided in Section 4.1 below.

ARTICLE IV

PORT AUTHORITY BOARD OF DIRECTORS

4.1 Purpose, Empowerment and Number of Directors

A. Purpose and Empowerment

In addition to the duties of the Board set forth herein, it shall be the primary duty of the Board to make all policy statements on behalf of the corporation and to decide such policy issues as may come before the Board, as well as to supervise the direction and action of the corporation and its Officers and employees given the approved and accepted policies of record. The Board of Directors shall also review all action taken by any committees.

B. Number of Directors

The affairs of the corporation shall be directed by a Board of Directors, which shall consist of two persons appointed by each Member.

C. New Members

New corporation Members may be added by a ¾ vote of the current Board of Directors, provided that at least one Board member appointed by each Member approves the addition of a new Member. Any new Members must be federal, state or local governmental entities or Federally recognized Indian Tribes.

The cost of the Membership shall be determined by the current Board of Directors, and shall be at least what the other Members have contributed on the date that the new Member is approved. Such amount is due within 60 (sixty) days of the date of approval of the new Member, or as determined by the Board of Directors.

4.2 Master Plan

The Board shall draft a master plan for improvement of any land which shall be conveyed to, leased or acquired by the corporation. A majority vote of the Board shall be required to adopt this plan. The Board may from time to time modify the master plan by majority vote of the Board.

The provisions in the Master Plan shall not override or supersede any local existing zoning ordinance in effect at the time said lands are acquired. The jurisdiction wherein any land obtained by the corporation is situated shall govern such land.

4.3 Composition, Selection, and Qualifications of Members of the Board of Directors

A. A Member may appoint two (2) persons to serve on the Board of Directors, one of whom shall be from the business/private community and not an employee or elected official of any Member.

B. It is strongly recommended the Members shall appoint qualified person(s) to the Board. Persons experienced in economic development, transportation, and international issues are desired.

4.4 Voting Rights

Each Director shall be entitled to one vote provided the requirements of Article V are fulfilled. All votes shall be considered equal. Written proxies may not be given.

4.5 Term of Office

The term of office shall be five (5) years, with a maximum of two (2) consecutive terms. In the event, a Director fails to complete his/her five year term, a replacement will be selected by the appointing Member to serve the remaining portion of the term. Should the replacement serve equal to or greater than three (3) years, then he/she will have been deemed to have served a full five year term for the purposes of serving consecutive terms.

4.6 Initial Directors

The initial Board of Directors shall consist of directors selected to serve three or five year terms. Each Member shall select one director to serve a three year term and one director to serve a five year term. An initial director serving a three year term shall be considered to have served a full term for the purposes of this section.

4.7 Notice of Meetings

Written notice and a complete meeting packet of each Board Meeting shall be mailed or delivered to each Director at least five (5) working days prior to the date fixed for such meeting, except that, upon a declaration of emergency by a majority vote of the total number of persons

serving on the Executive Committee of the corporation Board, notice of a special meeting shall be delivered to each Director at least twenty-four (24) hours before the date and time of such meeting and shall include the matters to be addressed in the special meeting.

Notice and complete meeting packet shall also be given to the Chief Administrative Officer (CAO) of the Member agency at the prescribed corporate office and delivered in the same manner as for the Directors.

Notice of each Board Meeting shall be given in such a manner as to comply with the Arizona "Open Meeting" law.

4.8 Quorum and Required Vote

A majority of the Directors in office shall constitute a quorum for the transaction of business. A vote of a majority of the Directors present at any meeting in which a quorum is present shall constitute action by the Board unless a different vote is required by the Articles of Incorporation, these Bylaws, or by statute.

4.9 Directors' Manner of Acting

A. Participation in Meetings

Any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear one another during the meeting, in which case, any required notice of the meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. A director participating in a meeting by this means is deemed to be present in person at the meeting.

B. Dissent or Abstention of a Director

A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (1) the director objects at the beginning of the meeting (or promptly upon his or her arrival) to holding it or transacting business at the meeting, (2) his or her dissent or abstention from the action taken is entered in the minutes of the meeting, or (3) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.10 Removal of Directors

Directors shall serve at the will of their appointing Member. An appointing Member may remove its Directors at any time with or without cause. In the event a Director is removed by a Member, the Member shall promptly appoint a successor Director.

4.11 Ex Officio Members

The Board may designate non-voting ex-officio members to the Board. The presence of ex-officio members at a meeting will not be added in order to constitute a quorum. It is anticipated the ex-officio officers will have significant experience in areas relevant to the operation and goals of the corporation.

While the Board may designate such ex-officio members as it deems appropriate, it is anticipated that the initial ex-officio Board Members shall include individuals selected from Marine Corps Air Station (Yuma), Yuma Metropolitan Planning Organization, Yuma County Airport Authority, Yuma Proving Ground, Greater Yuma Economic Development Corporation, Yuma County Chamber of Commerce and San Luis Chamber of Commerce shall serve as initial ex-officio Board Members.

ARTICLE V
MEMBER PARTICIPATION, CAPITAL CONTRIBUTION, INDEMNIFICATION

5.1 Membership Participation

Membership shall include all entities identified in Article III of these Bylaws. However, both appointees of a Member to the Board of Directors shall be prohibited, unless a majority of the remaining Board Members approve otherwise, from participation, voting and/or a seat on the Board of Directors if the requirements set forth in Sections 5.1 and 5.2 below are not met within twelve (12) months from the date of the request for such funds from the corporation or during any time period that a Member elects to become a "non-voting Member" pursuant to Section 5.4 below. During the time period that any Board Member is prohibited from participating pursuant to this section, such Board Member shall not be considered a member of the Board of Directors for purposes of determining whether a quorum of Board Members are present at any meeting or for purposes of determining whether any vote was approved by a majority of the Board Members.

5.2 Initial Capital Contribution

Each Member shall be responsible to contribute capital in equal amounts of $100,000.00. The initial Board will take into consideration all factors determined necessary to formation of the corporation and determine an operating budget for year one of the corporation. The amount necessary as determined by the Board shall then be divided by the number of Members. Each Member shall be responsible for contribution of this amount. Failure by any Member to fulfill its obligation under this paragraph shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.3 Cash Calls

It is anticipated that certain expenses, after the initial capital contribution, may arise prior to the corporation producing enough revenue to meet expenses. Each Member executing these bylaws, and each new Member who shall hereafter be admitted to membership in the Corporation, agrees to be responsible for its equal share of any such expense as requested by majority vote of the Board, not to exceed $20,000.00 per year (subject to appropriation by each respective governing board). Failure by any such Members to fulfill the requirement set forth herein shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.4 Voluntary Withdrawal of Member

Any Member may at any time voluntarily withdraw from membership and shall be entitled to repayment without interest of the Member's capital contribution, payable over a three-year term; or

At the request of the withdrawing Member, said Member may be allowed to remain as a non-voting member until dissolution, at which time the withdrawing Member would receive the amount set forth in paragraph 5.5(C) (the withdrawing Member may at any time prior to the dissolution become reinstated as a voting Member by paying all outstanding assessments from the date of withdrawal); or

The withdrawing Member shall receive such amounts in satisfaction of his interest as the withdrawing Member and the remaining Members agree upon by unanimous consent.

5.5 Dissolution

A. Events of Dissolution

The corporation may be dissolved only upon written consent of each and every director of the Board, and at the approval of the governing body of each Member.

B. Winding up

On the corporation's dissolution, the business of the corporation shall be wound up within a reasonable period of time, its assets liquidated, a final accounting made and the corporation's books closed all in accordance with the applicable provisions of Title 10 of the Arizona Revised Statutes.

C. Distribution of Liquidation proceeds

1. Assets/proceeds

Should any assets/proceeds in excess of liabilities exist following this corporation's election to dissolve and winding up, the assets/proceeds shall be distributed to the

Members. Any assets not disposed of shall be disposed of by the Superior Court of Yuma County, Arizona.

2. Liabilities

Upon dissolution and liquidation, any liabilities in excess of assets/proceeds will be divided equally among the remaining Members. A Member will be considered responsible under this paragraph unless it terminated its membership greater than two years prior to the date of the election to dissolve. Notwithstanding the foregoing, nothing in this provision shall cause the liabilities allocated to a Member to constitute a debt of such Member and the Member's obligation to make payment of such liability shall be at the sole discretion of the Member's governing body and shall be subject to appropriation.

5.6 Indemnification

To the extent permitted by law, each Member shall hold harmless and indemnify each other Member from any claim, liability or loss related to any funding, capital contribution, or in any manner whatsoever with regard to the individual participation by that Member to the fullest extent allowed by law, save for that caused by the indemnitee's intentional misconduct or sole negligence, or as specified in 5.5.C.2.

ARTICLE VI
OFFICERS

6.1 Officers of the Corporation

The officers of the corporation shall consist of the Chairperson, Vice Chairperson, and a Secretary/Treasurer and shall collectively constitute the Executive Committee.

6.2 Election-Term

The Chairperson, Vice Chairperson and Secretary/Treasurer of the corporation shall be elected by the Board at the next scheduled Board Meeting following the Annual Meeting. Officers shall serve terms of one (1) year each or until their successors are elected and qualified.

6.3 Chairperson of the Board

The Chairperson of the corporation Board shall preside at all meetings of the Board and the Executive Committee.

6.4 Vice Chairperson

The Vice Chairperson in the absence of the Chairperson, shall assume all duties of that office and, upon the death, resignation, or removal of the Chairperson, the Vice Chairperson shall assume duties until a new Chairperson has been elected.

6.5 Secretary/Treasurer

The Secretary/Treasurer shall keep the roll of Directors, give staff assistance in providing notice of all meetings and recorded minutes of the Boards, review and sign the minutes of such meetings and generally oversee the records, and shall perform such other duties as may be assigned by the Chairperson. The Secretary/Treasurer shall work with staff of the corporation and shall accept contributions to the corporation keep accurate accounts of all sums due and all expenditures made, and report the financial condition of The corporation to the Board at each Regular Meeting.

ARTICLE VII
COMPENSATION

No Director or Officer shall be entitled to any compensation. However, the Board may reimburse reasonable out-of-pocket expenses of its Officers and/or Directors in the performance of duties, if such expenses are approved by the Board.

ARTICLE VIII
AMENDMENT

Amendments to these Bylaws may be adopted by the Board of Directors at the Annual Meeting or at a special meeting called for that purpose. Notice of any proposed amendments shall be included in a notice to the Members of the meeting at which the proposed amendments is to be considered. A resolution adopting the proposed amendment must receive approval by a three/fourths (3/4) vote of the Board of Directors and the approval of the governing body of each member.

ARTICLE IX
CONFLICTS OF INTEREST

9.1 Definitions

A. *Port Authority*

Only for the purposes of this Article IX, Conflicts of Interest, "Port Authority" means and includes all Officers and Directors of the Port Authority and employees of the Port Authority, and their relatives.

B. *Relatives*

"RELATIVE" means the spouse, child, stepchild, grandchild, parent, grandparent, brother, or sister, of the whole or half blood, and their spouses.

C. *Substantial Interest*

"SUBSTANTIAL INTEREST" means substantial pecuniary or proprietary interest, either direct or indirect.

9.2 Specific Guidelines

A. No Officer or Director shall participate in the decision-making process on any matter in which such person has a substantial interest, pursuant to State law.

B. Upon learning that Port Authority (or a Committee thereof) is involved in a matter in which a Officer or Director has a substantial interest, such Director or Officer shall notify the Chair of Port Authority of such interest and shall immediately withdraw from any further communication or discussion with any Officer, Director or employee of Port Authority with respect thereto.

C. No Officer or Director shall use his or her position as an Officer, Director, employee, or Committee Member of Port Authority to gain access to information or influence the decision-making process of either Port Authority or any governmental body or agency in connection with any Port Authority matter in which such Officer or Director has a substantial interest.

D. Upon receipt of notice from a Officer or Director that such person has a substantial interest in a matter in which Port Authority is involved, the Chair shall remove such Officer or Director from any discussion and not furnish or provide him or her with the information pertaining to that matter which is furnished to the other Port Authority Officer or Director; except to the extent that such information is generally available to the public at large.

9.3 Interpretation

An Officer or Director who may have a substantial interest in a Port Authority matter may disclose the potential conflict of interest to the Chair and/or counsel to Port Authority for an interpretation of this Conflict of Interest policy.

ARTICLE X
MISCELLANEOUS

10.1 Contracts, etc.

Except as otherwise provided by law or these Bylaws, an Officer or Officers, employee or employees, or agent or agents of the corporation as shall be specified by the Board may sign, in the name and on behalf of the corporation, all deeds, bonds, contracts, leases, and other instruments or documents, the execution of which shall be authorized by a majority vote of the Board, and such authority may be general or confined to specific instances.

10.2 Checks, Drafts, etc.

All checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be signed and countersigned by such Officer or Officers, employee or employees, or agency or agents of the corporation as shall be specified by the Board.

10.3 Notice and Waivers Thereof

Whenever any notice to a Director or Officer is required by the Bylaws, by the Articles of Incorporation, or by any law, such notice, except as otherwise provided by law, may be given personally or in writing by mail addressed to such Director or Officer at his or her place of business, if any, or at such address as appears in the records of the corporation as the home address of the Director or Officer, Any notice given by mail shall be deemed to have been given when it shall have been deposited, with the proper postage, in a post office in a regularly maintained letter box, or with a postal carrier. A waiver of such notice in writing, signed by the person entitled to such notice, whether before or after the time of the action for which such notice is required, shall be deemed the equivalent thereof, and the presence without objection at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

10.4 Interested Directors

In the absence of fraud, no contract or transaction between the corporation and a Director or any other corporation or entity in which such Director is a Director or Officer, or is financially interested, shall be void or voidable for reason of the financial interest alone, provided that the fact of such common Directorship, Officership, or financial or other interest is disclosed or known to the Board, and that the Board approves such transaction or contract by a vote sufficient for such purpose without the vote of such interested Director. Such Director may, however, be counted in determining the presence of a quorum at such meeting.

10.5 Limitation of Liability and Indemnity

A. *Liability*

No Officer or Director shall be liable to the corporation for any loss or damage suffered by it on account of any action taken or not taken by him or her as an Officer or Director, if such person (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances and in the conduct of his or her own affairs, or (2) took or failed to take such action in reliance upon advice of counsel for the corporation or upon statements made or confirmation furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law.

B. *Indemnity*

Each Officer and Director, whether or not then in office, shall be held

harmless and indemnified by the corporation against all claims and liabilities and all expenses reasonably incurred or imposed upon him or her in connection with or resulting from any action, suit, or proceeding, civil or criminal, or the settlement or compromise thereof, to which he or she may be made party be reason of any action taken or failed to be taken by him or her as an Officer or Director of the corporation in good faith, if such person, in the opinion of a court or the Board of Directors, (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances in the conduct of his or her own affairs, or (2) acted upon advice of counsel for the corporation or upon statements made or information furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe.

C. *Insurance*

The corporation shall purchase and maintain insurance on behalf of, or insure or cause to be insured, any person who was or is a Director or Officer against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify him or her as provided by Arizona State Law.

10.6 Books and Records

A. The corporation shall keep complete books and records of account, shall keep minutes of the proceedings of its Board, and shall keep a record giving the names and addresses of the Directors entitled to vote, at the Principal office of business.

B. Within ninety (90) days following the close of the fiscal year, the Board of Directors shall have caused to be conducted an independent annual audit of the preceding year's financial activities.

C. Each year, at the annual Meeting, an annual report shall be made to the Members, which shall include a statement of financial condition and a summary of the activities of the corporation for the preceding fiscal year.

10.7 Corporate Seal

The Seal of the corporation shall be impressed as follows: "GREATER YUMA PORT AUTHORITY, INCORPORATED 2000 ARIZONA" ADOPTED THIS 18th DAY OF Sept., 2000 BY THE BOARD OF DIRECTORS OF THE PORT AUTHORITY.

City of San Luis
By:
Its: Mayor

Cocopah Indian Tribe
By:
Its: Chairwoman

City of Somerton
By:
Its: Mayor

Yuma County Board of Supervisors
By:
Its: Chairman

FIRST AMENDED AND RESTATED BYLAWS

OF

GREATER YUMA PORT AUTHORITY, INC.

AN ARIZONA NONPROFIT CORPORATION

KNOW ALL MEN BY THESE PRESENTS that the GREATER YUMA PORT AUTHORITY, INC., an Arizona nonprofit corporation, being duly authorized to act pursuant to the terms of the Bylaws adopted on August 3, 2000, and by virtue of the approvals previously obtained by the Board of Directors and the governing bodies of the member entities, to amend such Bylaws, does hereby make, execute, and enter into this FIRST AMENDED AND RESTATED BYLAWS in order to amend, restate, supersede, and replace the Bylaws adopted on August 3, 2000, to the extent of the amendments set forth herein. All remaining provisions of the original Bylaws, including the signatures of the original member entities, are incorporated herein by this reference.

ARTICLE I
REFERENCES TO CERTAIN TERMS AND CONSTRUCTION

1.1 Certain References. Any reference herein made to law will be deemed to refer to the law of the State of Arizona, including any applicable provision of Title 10 of the Arizona Revised Statutes, or any successor statute, as from time to time amended and in effect. Any reference herein made to the corporation's Articles will be deemed to refer to its Articles of Incorporation and all amendments thereto as at any given time on file with the Arizona Corporation Commission. References to specific sections of law herein made shall be deemed to refer to such sections, or any comparable successor provisions, as from time to time amended and in effect.

1.2 Seniority. The law and the Articles (in that order of precedence) will in all respects be considered senior and superior to these Bylaws, with any inconsistency to be resolved in favor of the law and such Articles (in that order of precedence), and with these Bylaws to be deemed automatically amended from time to time to eliminate any such inconsistency which may then exist.

1.3 Computation of Time. The time during which an act is required to be done, including the time for the giving of any required notice herein, shall be computed by excluding the first day or hour, as the case may be, and including the last day or hour.

ARTICLE II
OFFICES

2.1 Principal Office. The principal office of the corporation shall be located at any place either within the State of Arizona as designated in the corporation's most current Annual Report filed with the Arizona Corporation Commission or in any other document executed and delivered to

the Arizona Corporation Commission for filing. If a principal office is not so designated, the principal office of the corporation shall mean the known place of business of the corporation. The corporation may have such other offices, either within or without the State of Arizona, as the Board of Directors may designate or as the business of the corporation may require from time to time.

2.2 Known Place of Business. A known place of business of the corporation shall be located within the State of Arizona and may be, but need not be, the address of the statutory agent of the corporation. The corporation may change its known place of business from time to time in accordance with the relevant provisions of the Arizona Nonprofit Corporation Act.

ARTICLE III
MEMBERS

3.1 Initial Members. The initial members of the corporation shall be as follows:

Yuma County, Arizona
City of San Luis, Arizona
City of Somerton, Arizona
Cocopah Indian Tribe

3.2 Additional Members. Additional members may be added by vote of the Board of Directors as provided in Section 4.1 below.

ARTICLE IV
PORT AUTHORITY BOARD OF DIRECTORS

4.1 Purpose, Empowerment and Number of Directors.

A. *Purpose and Empowerment.*

In addition to the duties of the Board set forth herein, it shall be the primary duty of the Board to make all policy statements on behalf of the corporation and to decide such policy issues as may come before the Board, as well as to supervise the direction and action of the corporation and its Officers and employees given the approved and accepted policies of record. The Board of Directors shall also review all action taken by any committees.

B. *Number of Directors.*

The affairs of the corporation shall be directed by a Board of Directors, which shall consist of two persons appointed by each Member.

C. *New Members.*

New corporation Members may be added by a 3/4 vote of the current Board of Directors, provided that at least one Board member appointed by each Member approves the

addition of a new Member. Any new Members must be federal, state or local governmental entities or Federally recognized Indian Tribes.

The cost of the Membership shall be determined by the current Board of Directors, and shall be at least what the other Members have contributed on the date that the new Member is approved. Such amount is due within 60 (sixty) days of the date of approval of the new Member, or as determined by the Board of Directors.

4.2 Master Plan.

The Board shall draft a master plan for improvement of any land which shall be conveyed to, leased or acquired by the corporation. A majority vote of the Board shall be required to adopt this plan. The Board may from time to time modify the master plan by majority vote of the Board.

The provisions in the Master Plan shall not override or supersede any local existing zoning ordinance in effect at the time said lands are acquired. The jurisdiction wherein any land obtained by the corporation is situated shall govern such land.

4.3 Composition, Selection, and Qualifications of Members of the Board of Directors.

A. A Member may appoint two (2) persons to serve on the Board of Directors, one of whom shall be from the business/private community and not an employee or elected official of any Member.

B. It is strongly recommended the Members shall appoint qualified person(s) to the Board. Persons experienced in economic development, transportation, and international issues are desired.

4.4 Voting Rights.

Each Director shall be entitled to one vote provided the requirements of Article V are fulfilled. All votes shall be considered equal. Written proxies may not be given.

4.5 Term of Office.

The term of office shall be five (5) years, with a maximum of two (2) consecutive terms. In the event, a Director fails to complete his/her five year term, a replacement will be selected by the appointing Member to serve the remaining portion of the term. Should the replacement serve equal to or greater than three (3) years, then he/she will have been deemed to have served a full five year term for the purposes of serving consecutive terms.

4.6 Initial Directors.

The initial Board of Directors shall consist of directors selected to serve three or five year terms. Each Member shall select one director to serve a three year term and one director to serve a five year term. An initial director serving a three year term shall be considered to have served a full term for the purposes of this section.

4.7 Notice of Meetings.

Written notice and a complete meeting packet of each Board Meeting shall be mailed or delivered to each Director at least five (5) working days prior to the date fixed for such meeting, except that, upon a declaration of emergency by a majority vote of the total number of persons serving on the Executive Committee of the corporation Board, notice of a special meeting shall be delivered to each Director at least twenty-four (24) hours before the date and time of such meeting and shall include the matters to be addressed in the special meeting.

Notice and complete meeting packet shall also be given to the Chief Administrative Officer (CAO) of the Member agency at the prescribed corporate office and delivered in the same manner as for the Directors.

Notice of each Board Meeting shall be given in such a manner as to comply with the Arizona "Open Meeting" law.

4.8 Quorum and Required Vote.

A majority of the Directors in office shall constitute a quorum for the transaction of business. A vote of a majority of the Directors present at any meeting in which a quorum is present shall constitute action by the Board unless a different vote is required by the Articles of Incorporation, these Bylaws, or by statute.

4.9 Directors' Manner of Acting.

A. *Participation in Meetings.*

Any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear one another during the meeting, in which case, any required notice of the meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. A director participating in a meeting by this means is deemed to be present in person at the meeting.

B. *Dissent or Abstention of a Director.*

A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless (1) the director objects at the beginning of the meeting (or promptly upon his or her arrival)

to holding it or transacting business at the meeting, (2) his or her dissent or abstention from the action taken is entered in the minutes of the meeting, or (3) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.10 Removal of Directors.

Directors shall serve at the will of their appointing Member. An appointing Member may remove its Directors at any time with or without cause. In the event a Director is removed by a Member, the Member shall promptly appoint a successor Director.

4.11 Ex-Officio Members.

The Board may designate non-voting ex-officio members to the Board. The presence of ex-officio members at a meeting will not be added in order to constitute a quorum. It is anticipated the ex-officio officers will have significant experience in areas relevant to the operation and goals of the corporation.

While the Board may designate such ex-officio members as it deems appropriate, it is anticipated that the initial ex-officio Board Members shall include individuals selected from Marine Corps Air Station (Yuma), Yuma Metropolitan Planning Organization, Yuma County Airport Authority, Yuma Proving Ground, Greater Yuma Economic Development Corporation, Yuma County Chamber of Commerce and San Luis Chamber of Commerce shall serve as initial ex-officio Board Members.

ARTICLE V
MEMBER PARTICIPATION, CAPITAL CONTRIBUTION, INDEMNIFICATION

5.1 Membership Participation.

Membership shall include all entities identified in Article III of these Bylaws. However, both appointees of a Member to the Board of Directors shall be prohibited, unless a majority of the remaining Board Members approve otherwise, from participation, voting and/or a seat on the Board of Directors if the requirements set forth in Sections 5.1 and 5.2 below are not met within twelve (12) months from the date of the request for such funds from the corporation or during any time period that a Member elects to become a "non-voting Member" pursuant to Section 5.4 below. During the time period that any Board Member is prohibited from participating pursuant to this section, such Board Member shall not be considered a member of the Board of Directors for purposes of determining whether a quorum of Board Members are present at any meeting or for purposes of determining whether any vote was approved by a majority of the Board Members.

5.2 Initial Capital Contribution.

Each Member shall be responsible to contribute capital in equal amounts of $100,000.00. The initial Board will take into consideration all factors determined necessary to

formation of the corporation and determine an operating budget for year one of the corporation. The amount necessary as determined by the Board shall then be divided by the number of Members. Each Member shall be responsible for contribution of this amount. Failure by any Member to fulfill its obligation under this paragraph shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.3 Cash Calls.

It is anticipated that certain expenses, after the initial capital contribution, may arise prior to the corporation producing enough revenue to meet expenses. Each Member executing these bylaws, and each new Member who shall hereafter be admitted to membership in the Corporation, agrees to be responsible for its equal share of any such expense as requested by majority vote of the Board, not to exceed $50,000.00[1] per year (subject to appropriation by each respective governing board). Failure by any such Members to fulfill the requirement set forth herein shall prohibit the Member from participating as set forth in paragraph 5.1 until such time as all contribution requirements are satisfied.

5.4 Voluntary Withdrawal of Member.[2]

Any Member may at any time voluntarily withdraw from membership and shall be entitled to repayment without interest of the Member's capital contribution, payable over a three-year term; or

At the request of the withdrawing Member, said Member may be allowed to remain as a non-voting member until dissolution, at which time the withdrawing Member would receive the amount set forth in paragraph 5.5(C) (the withdrawing Member may at any time prior to dissolution become reinstated as a voting Member by paying all outstanding assessments from the date of withdrawal); or

---

[1] Amended on July 25, 2001, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to increase the maximum annual cash call amount to $40,000 from $20,000. Such action was subsequently approved by the governing bodies of the member entities.

Amended on February 24, 2005, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to increase the maximum annual cash call amount to $50,000 from $40,000. Such action was subsequently approved by the governing bodies of the member entities.

[2] Amended on February 20, 2002, by action of the Greater Yuma Port Authority Board of Directors at a regular meeting to delete and replace the language set forth in section 5.4 in the original Bylaws, as proposed by the City of Somerton. The Chairman directed staff to forward the amendment to all member entities for approval. Although the member entities approved an amendment to section 5.4, such approvals included additional revised language to the new section 5.4, which the GYPA had not considered or approved.

Amended on May 10, 2007, by action of the Greater Yuma Port Authority Board of Directors at a special meeting to delete section 5.4 of the original Bylaws, in its entirety, and substitute the language set forth in section 5.4 of the First Amended and Restated Bylaws in its place, which is the version that was previously revised, and adopted and approved, by the member entities.

That the withdrawing Member shall receive such amounts in satisfaction of its interest as the withdrawing Member and the remaining Members agree upon by unanimous consent; or that the City of Somerton, an original member, may withdraw as a member and become an ex-officio member and be entitled to repayment of the City of Somerton's capital contributions without interest, and further, that the City of Somerton may at any time prior to the dissolution become reinstated as a voting Member by paying capital contributions refunded equal to that made by each of the other original member entities prior to the City of Somerton's reinstatement. The City of Somerton specifically acknowledges that during the time the City has voluntarily withdrawn from membership it forfeits any right to the process in approving or disapproving changes of the By-Laws (except any change that would affect the City's right to reinstatement) or any other Greater Yuma Port Authority operations except as an Ex-Officio Member of the Board.

5.5 Dissolution.

A. *Events of Dissolution.*

The corporation may be dissolved only upon written consent of each and every director of the Board, and at the approval of the governing body of each Member.

B. *Winding Up.*

On the corporation's dissolution, the business of the corporation shall be wound up within a reasonable period of time, its assets liquidated, a final accounting made and the corporation's books closed all in accordance with the applicable provisions of Title 10 of the Arizona Revised Statutes.

C. *Distribution of Liquidation Proceeds.*

1. Assets/Proceeds.

Should any assets/proceeds in excess of liabilities exist following this corporation's election to dissolve and winding up, the assets/proceeds shall be distributed to the Members. Any assets not disposed of shall be disposed of by the Superior Court of Yuma County, Arizona.

2. Liabilities.

Upon dissolution and liquidation, any liabilities in excess of assets/proceeds will be divided equally among the remaining Members. A Member will be considered responsible under this paragraph unless it terminated its membership greater than two years prior to the date of the election to dissolve. Notwithstanding the foregoing, nothing in this provision shall cause the liabilities allocated to a Member to constitute a debt of such Member and the Member's obligation to make payment of such liability shall be at the sole discretion of the Member's governing body and shall be subject to appropriation.

5.6 Indemnification.

To the extent permitted by law, each Member shall hold harmless and indemnify each other Member from any claim, liability or loss related to any funding, capital contribution, or in any manner whatsoever with regard to the individual participation by that Member to the fullest extent allowed by law, save for that caused by the indemnitee's intentional misconduct or sole negligence, or as specified in 5.5.C.2.

ARTICLE VI
OFFICERS

6.1 Officers of the Corporation.

The officers of the corporation shall consist of the Chairperson, Vice Chairperson, and a Secretary/Treasurer and shall collectively constitute the Executive Committee.

6.2 Election-Term.

The Chairperson, Vice Chairperson and Secretary/Treasurer of the corporation shall be elected by the Board at the next scheduled Board Meeting following the Annual Meeting. Officers shall serve terms of one (1) year each or until their successors are elected and qualified.

6.3 Chairperson of the Board.

The Chairperson of the corporation Board shall preside at all meetings of the Board and the Executive Committee.

6.4 Vice Chairperson.

The Vice Chairperson in the absence of the Chairperson, shall assume all duties of that office and, upon the death, resignation, or removal of the Chairperson, the Vice Chairperson shall assume duties until a new Chairperson has been elected.

6.5 Secretary/Treasurer.

The Secretary/Treasurer shall keep the roll of Directors, give staff assistance in providing notice of all meetings and recorded minutes of the Boards, review and sign the minutes of such meetings and generally oversee the records, and shall perform such other duties as may be assigned by the Chairperson. The Secretary/Treasurer shall work with staff of the corporation and shall accept contributions to the corporation keep accurate accounts of all sums due and all expenditures made, and report the financial condition of the corporation to the Board at each Regular Meeting.

ARTICLE VII
COMPENSATION

No Director or Officer shall be entitled to any compensation. However, the Board may reimburse reasonable out-of-pocket expenses of its Officers and/or Directors in the performance of duties, if such expenses are approved by the Board.

ARTICLE VIII
AMENDMENT

Amendments to these Bylaws may be adopted by the Board of Directors at the Annual Meeting or at a special meeting called for that purpose. Notice of any proposed amendments shall be included in a notice to the Members of the meeting at which the proposed amendments is to be considered. A resolution adopting the proposed amendment must receive approval by a three/fourths (3/4) vote of the Board of Directors and the approval of the governing body of each member.

ARTICLE IX
CONFLICTS OF INTEREST

9.1 Definitions.

A. *Port Authority.*

Only for the purposes of this Article IX, Conflicts of Interest, "Port Authority" means and includes all Officers and Directors of the Port Authority and employees of the Port Authority, and their relatives.

B. *Relatives.*

"RELATIVE" means the spouse, child, stepchild, grandchild, parent, grandparent, brother, or sister, of the whole or half blood, and their spouses.

C. *Substantial Interest.*

"SUBSTANTIAL INTEREST" means substantial pecuniary or proprietary interest, either direct or indirect.

9.2 Specific Guidelines.

A. No Officer or Director shall participate in the decision-making process on any matter in which such person has a substantial interest, pursuant to State law.

B. Upon learning that Port Authority (or a Committee thereof) is involved in a matter in which a Officer or Director has a substantial interest, such Director or Officer shall notify the Chair of Port Authority of such interest and shall immediately withdraw from any further

communication or discussion with any Officer, Director or employee of Port Authority with respect thereto.

C. No Officer or Director shall use his or her position as an Officer, Director, employee, or Committee Member of Port Authority to gain access to information or influence the decision-making process of either Port Authority or any governmental body or agency in connection with any Port Authority matter in which such Officer or Director has a substantial interest.

D. Upon receipt of notice from a Officer or Director that such person has a substantial interest in a matter in which Port Authority is involved, the Chair shall remove such Officer or Director from any discussion and not furnish or provide him or her with the information pertaining to that matter which is furnished to the other Port Authority Officer or Director; except to the extent that such information is generally available to the public at large.

9.3 Interpretation.

An Officer or Director who may have a substantial interest in a Port Authority matter may disclose the potential conflict of interest to the Chair and/or counsel to Port Authority for an interpretation of this Conflict of interest policy.

ARTICLE X
MISCELLANEOUS

10.1 Contracts, etc.

Except as otherwise provided by law or these Bylaws, an Officer or Officers, employee or employee or agent or agents of the corporation as shall be specified by the Board may sign, in the name and on behalf of the corporation, all deeds, bonds, contracts, leases, and other instruments or documents, the execution of which shall be authorized by a majority vote of the Board, and such authority may be general or confined to specific instances.

10.2 Checks, Drafts, etc.

All checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be signed and countersigned by such Officer or Officers, employee or employees, or agency or agents of the corporation as shall be specified by the Board.

10.3 Notice and Waivers Thereof.

Whenever any notice to a Director or Officer is required by the Bylaws, by the Articles of Incorporation, or by any law, such notice, except as otherwise provided by law, may be given personally or in writing by mail addressed to such Director or Officer at his or her place of business, if any, or at such address as appears in the records of the corporation as the home address of the Director or Officer. Any notice given by mail shall be deemed to have been given when it shall have been deposited, with the proper postage, in a post office in a regularly maintained letter box, or with a postal carrier. A waiver of such notice in writing, signed by the person entitled to

such notice, whether before or after the time of the action for which such notice is required, shall be deemed the equivalent thereof, and the presence without objection at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

10.4 Interested Directors.

In the absence of fraud, no contract or transaction between the corporation and a Director or any other corporation or entity in which such Director is a Director or Officer, or is financially interested, shall be void or voidable for reason of the financial interest alone, provided that the fact of such common Directorship, Officership, or financial or other interest is disclosed or known to the Board, and that the Board approves such transaction or contract by a vote sufficient for such purpose without the vote of such interested Director. Such Director may, however, be counted in determining the presence of a quorum at such meeting.

10.5 Limitation of Liability and Indemnity.

A. *Liability.*

No Officer or Director shall be liable to the corporation for any loss or damage suffered by it on account of any action taken or not taken by him or her as an Officer or Director, if such person (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances and in the conduct of his or her own affairs, or (2) took or failed to take such action in reliance upon advice of counsel for the corporation or upon statements made or confirmation furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe. The foregoing shall not be exclusive of other rights and defenses to which be or she may be entitled as a matter of law.

B. *Indemnity.*

Each Officer and Director, whether or not then in office, shall be held harmless and indemnified by the corporation against all claims and liabilities and all expenses reasonably incurred or imposed upon him or her in connection with or resulting from any action, suit, or proceeding, civil or criminal, or the settlement or compromise thereof, to which he or she may be made party be reason of any action taken or failed to be taken by him or her as an Officer or Director of the corporation in good faith, if such person, in the opinion of a court or the Board of Directors, (1) exercised and used the same degree of care and skill as a prudent person would have exercised and used under the circumstances in the conduct of his or her own affairs, or (2) acted upon advice of counsel for the corporation or upon statements made or information furnished by Officers or employees of the corporation which he or she had reasonable grounds to believe.

C. *Insurance.*

The corporation shall purchase and maintain insurance on behalf of, or insure or cause to be insured, any person who was or is a Director or Officer against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of such status,

whether or not the corporation would have the power to indemnify him or her as provided by Arizona State Law.

10.6 Books and Records.

A. The corporation shall keep complete books and records of account, shall keep minutes of the proceedings of its Board, and shall keep a record giving the names and addresses of the Directors entitled to vote, at the Principal office of business.

B. Within ninety (90) days following the close of the fiscal year, the Board of Directors shall have caused to be conducted an independent annual audit of the preceding year's financial activities.

C. Each year, at the annual Meeting, an annual report shall be made to the Members, which shall include a statement of financial condition and a summary of the activities of the corporation for the preceding fiscal year.

10.7 Corporate Seal.

The Seal of the corporation shall be impressed as follows: "GREATER YUMA PORT AUTHORITY, INCORPORATED 2000 ARIZONA" ADOPTED THIS 18TH DAY OF SEPTEMBER, 2000 BY THE BOARD OF DIRECTORS OF THE PORT AUTHORITY.

DATED this 17 day of May, 2007.

Gary Magrino, Chairman

Attest:
Terre Catanzaro, Secretary

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. C.**

Meeting Date: 08/10/2016

Department Head: Tadeo De la Hoya, Interim City Manager, Administration

Submitted By: Joselyn Medina, Assistant to Council/PIO, City Council

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

SUMMARY:

Service: The Youth Build Program of Portable Practical Education Preparation, Inc. (PPEP) provides low-income youth, ages 17-24, education to obtain their GED, learn job skills, and leadership development, while serving their communities; by building affordable housing and providing community services. Under the contract with the City, 80% of their graduates are residents of the City of San Luis.

Amount: The City has entered into agreement with PPEP in the past and has already budgeted funds in the amount of **$26,000.00** for the Youth Build Program until the end of the Fiscal Year 2016-2017 on June 30, 2017.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE CONTRACT WITH PPEP FOR THE FISCAL YEAR 2016-2017 IN THE AMOUNT OF $26,000.00.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$26,000.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	No Transfer Required
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	Account # 100-110-80000 Contracted Services/Remaining Balance $421,500.00

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

Account # 100-110-80000, City Council Contracted Services. Contracted amount of $26,000.00 is budgeted for Fiscal Year 2016-2017.

Attachments

Funding Agreement

Funding Agreement

The AGREEMENT entered into as of this 1st **day of \July, 2016,** between the City of San Luis, Arizona, (hereinafter referred to as "City") and Portable Practical Education Preparation, Inc. (PPEP), (hereinafter referred to as "Contractor").

WITNESSETH THAT:

WHEREAS, City has allocated certain funds for a YouthBuild Program for young adults In the City of San Luis, Arizona; and

WHEREAS, the City wishes to engage the Contractor to utilize such funds in the Contractor's existing YouthBuild Program; and

WHEREAS, the City wishes the YouthBuild Program to serve and graduate at least 80% of San Luis students enrolled per cohort.

A. STATEMENT OF WORK

1. Name of Activity: YouthBuild Program

2. Description: (see ATTACHMENT I)

3. **Funding Agreement Total: $26,000**

4. Period of Coverage under this agreement: July 1, 2016 to June 30, 2017

5. Number served: 80% of YouthBuild enrollees from San Luis will graduate from the program

B. PERFORMANCE MONITORING

The city will monitor the performance of the Contractor against goals and performance standards herein. Substandard performance as determined by the City will constitute noncompliance with the AGREEMENT. If action to correct such substandard performance IS not taken by the Contractor within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

C. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

CITY

Name:
Title: Director of Community Development

Address: P.O. Box 1170
San Luis, Arizona 85349
Telephone:
928-341-8584

CONTRACTR

Ms. Kari Hogan
Chief Administrative Officer
802 E. 46th Street
Tucson, Arizona 85713
520-770-2500

D. SPECIAL CONDITIONS
None

E. CONTRACTOR RECOGNITION

The Contractor shall insure recognition of the role of the city in providing services through this Contract. All activities, facilities and items utilized pursuant to this contract shall be prominently support provided herein in all publications made possible with funds made available under this contract.

F. INDEPENDENT CONTRACTOR

Nothing contained in this AGREEMENT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this AGREEMENT. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and /or medical insurance and Workers' Compensation Insurance as the Contractor is an independent contractor.

G. WORKERS COMPENSATION

The Contractor shall provide Workers' Compensation Insurance or a comparable insurance coverage for all of its employees/participants involved in the performance of this contract.

H. GENERAL CONDITIONS

1. Payment: It is expressly agreed and understood by the City that the total amount to be paid to the Contractor under this contract by the City shall not exceed $26,000.

2. Time of Performance: **This AGREEMENT shall take effect on the 1st day of July 2016 through and including the 30th day of June 2017.**

3. Insurance and Bonding: The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond coverall all employees' in an amount equal to cash advances from the City.

4. Subcontracting: None of the services covered by this AGREENET shall be subcontracted without prior approval by the city.

5. Maintenance and Availability of Records: in connection with the AGREEMENT, the Contractor shall maintain all accounting, client records, papers maps, photographs, other documentary materials, and any evidence pertaining to costs incurred.

6. Such records shall be furnished and available for inspection by the City.

7. Such records shall be available at the Contractors offices at all reasonable times during the contract period. If it is a claim, investigation, or litigation that is pending after what is assumed to be final payment that in effect cancels the final payment date. The retention period will not begin until final settlement of the claim, investigation, or litigation.

8. Contract Amendments/Revisions: Any changes to the Scope of Work or dollar amount of this AGREEMENT require prior written approval from the City.

9. Suspension and Termination: With notification to Contractor, City may terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any funds at its discretion if the Contractor:

a. Violates any provision of this AGREEMENT; OR

b. Fails to complete performance in a timely manner

The City may also terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, by giving the Contractor 30 days' written notice.

10. Audits: The Contractor shall comply with the audit requirements set forth in Office of Management and Budget (OMB) Circular A-133.

IN WITNESS WHEREOF, the City and the Contractor have executed this AGREEMENT, as of the last date written below.

City of San Luis

By_____

Title: City Manager

Date _____

Contractor

By_____

Title:

Date_____

Attest:

City Clerk _____

Approved as to form:

City Attorney _____

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. D.**

Meeting Date: 08/10/2016

Department Head: Tadeo De la Hoya, Interim City Manager, Administration

Submitted By: Joselyn Medina, Assistant to Council/PIO, City Council

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for Fiscal Year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

SUMMARY:

Service: Yuma Metropolitan Planning Organization (YMPO) provides regional transportation planning services through the cooperative efforts of the YMPO members. The members are the cities of San Luis, Somerton, Wellton, and Yuma and the County of Yuma, and the Cocopah Tribe. Federal funding for development of transportation infrastructure in our region is channeled through YMPO. Services include the work of Unified Planning Work Program and the Rural Transportation Liaison.

Amount: The City of San Luis has paid dues to YMPO in the past and has already budgeted funds in the amount of **$11,800.00** for the Fiscal Year 2016-2017 ending June 30, 2017. The dues were set at $11,715.75, which is under the budgeted amount.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT WITH THE YUMA METROPOLITAN PLANNING ORGANIZATION DUES IN THE AMOUNT OF $11,715.75 FOR THE FISCAL YEAR 2016-2017

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$11,715.75
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	No Tranfer Required
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000-Contractual Services/Remaining balance $421,500.00

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

Account No: 100-110-80000, City Counsel Contractual Services. The dues amount is budgeted for fiscal year 2016-2017.

Attachments

YMPO Letter

2017 Local Contributions

Yuma Metropolitan Planning Organization

502 S. Orange Ave.
Yuma, Arizona 85364
www.ympo.org

Phone: (928) 783-8911
Fax: (928) 329-1674

Yuma
San Luis
Cocopah
Wellton
Somerton
Yuma County
ADOT
Y M P O

Local Governments and Citizens Working Together

March 8, 2016

Mr. Tadeo A. De La Hoya
City Manager
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

RE: FY 2017 YMPO Entity Dues $11,715.75

Dear Mr. De La Hoya:

As per previous years, the City of San Luis's local match requirement for the Yuma Metropolitan Planning Organization's FY 2017 Unified Planning Work Program and Budget is eleven thousand seven hundred fifteen dollars and seventy-five cents, ($11,715.75).

The Yuma Metropolitan Planning Organization is requesting the City of San Luis to include the above amount into your upcoming FY 2017 budget.

The Yuma Metropolitan Planning Organization bills entity dues on an annual basis on July 1, 2016. If you have any questions, please feel free to contact me at 928-783-8911.

Sincerely,

Charlene FitzGerald

Charlene FitzGerald
Executive Director
Yuma Metropolitan Planning Organization

cc: Russell Clark, Chairman Yuma Metropolitan Planning Organization
Mayor Gerado Sanchez, City of San Luis
Councilmember Maria Ramos, City of San Luis

RECEIVED

MAR 15 2016

Office of the City Clerk
City of San Luis, Arizona

2017 LOCAL CONTRIBUTIONS

FHWA and FTA funding	MATCH	OLD
10000	0	**ADEQ**
175000	35000	**SPR**
292600	16678.2	**PL**
86363	17272.6	**5303**
	$ 68,950.80	

	FHWA and FTA fur	MATCH	NEW
	10000	0	**ADEQ**
New funding source	86101	17220.2	**5310**
	175000	35000	**SPR**
	292600	16678.2	**PL**
	86363	17272.6	**5303**
		$ 86,171.00	

STAFF IS RECOMMENDING LOCAL CONTRIBUTIONS NEW OPTION C BE REVISED TO MATCH CURRENT FEDERAL SPENDING LEVELS

	OLD HISTORICAL prior years Option A **Annual**	OLD 2014/15 Option C **Annual 2015**	NEW Option C **Annual 2016**	Savings for each compared 20 **Entity opion C**	OLD **PER CAPITA 2013**	NEW **PER CAP2014**	2010 census **pop %**	**CENSUS POPULATION**
City of Yuma	$ 77,843.00	$ 32,610.59	$ 40,754.96	37,088.04	0.83	0.04	47.30%	93,260
Cocopah	$ 927.00	$ 358.42	$ 447.93	479.07	0.90	4.06	0.52%	1,025
City of San Luis	$ 19,156.00	$ 8,958.65	$ 11,196.03	7,959.97	0.75	0.16	12.99%	25,620
Somerton	$ 8,009.00	$ 5,006.63	$ 6,257.02	1,751.98	0.56	0.29	7.26%	14,318
Wellton	$ 1,718.00	$ 1,008.11	$ 1,259.88	458.12	0.60	1.45	1.46%	2,883
Yuma County	$ 56,472.00	$ 21,008.41	$ 26,255.18	30,216.82	0.94	0.07	30.47%	60,080
	$ 164,125.00	$ 68,950.80	$ 86,171.00	77,954.00			100.00%	197,186
COY Traffic Counts	9608.00	$ 9,608.00	$ 9,608.00					
Total	$ 173,733.00	$ 78,558.80	$ 95,779.00					
MPO ONLY								

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. E.**

Meeting Date: 08/10/2016

Department Head: Tadeo De la Hoya, Interim City Manager, Administration

Submitted By: Joselyn Medina, Assistant to Council/PIO, City Council

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the Memorandum of Understanding with the Humane Society of Yuma for Fiscal Year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

SUMMARY:

Service: The Humane Society of Yuma provides kenneling, quarantine, and euthanasia services for stray animals or animals that have bitten people.

Amount: The City has entered into a Memorandum of Understanding with the Humane Society of Yuma in the past and has already budgeted funds up to **$95,000.00** for services to continue until the end of the Fiscal Year 2016-2017 on June 30, 2017. Under the Memorandum of Understanding the City will pay for services as needed depending upon the number of animals and the services.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE AND CONTINUE THE MEMORANDUM OF UNDERSTANDING WITH THE HUMANE SOCIETY OF YUMA FOR THE FISCAL YEAR 2016-2017 IN THE AMOUNT OF $95,000.00.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$95,000.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	No transfer needed.
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	Account # 100-110-80000, Contracted Services$421,500.00

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

Account No: 100-110-80000, City Council Contracted Services, the amount of $95,000.00 is budgeted for Fiscal Year 2016-2017.

Attachments

Humane Society of Yuma Agreement

MEMORANDUM OF UNDERSTANDING

BETWEEN THE HUMANE SOCIETY OF YUMA AND CITY OF SAN LUIS

For the kenneling of animals from the City of San Luis

This agreement is entered into on July 1, 2016, between the City of San Luis (COSL) and The Humane Society of Yuma. This agreement outlines the kenneling of animals collected within jurisdiction of COSL, by their Animal Control Officer (ACO), which COSL employs, in the shelter of The Humane Society of Yuma (HSOY). This agreement also outlines the fee schedule for the kenneling of animals from COSL.

1. IMPOUNDING: Any animal impounded by HSOY will be done by dispatch during regular business hours. Regular business hours are Monday through Sunday 9a.m.-5:00 p.m. Should an animal need to be brought into the shelter after business hours, the COSL's ACO will contact our office by dialing 928-782-1621 and request a call from the HSOY officer on call. The HSOY officer and the COSL's ACO may set a time to impound the animal at the convenience of the HSOY officer. From 11 p.m. to 7 a.m. no stray or healthy animals will be impounded into the HSOY shelter.

2. INJURED ANIMALS: Should the COSL's ACO pick up an animal after hours that is suffering and the COSL's ACO feels the animal needs to be euthanized, the COSL's ACO will call the HSOY and ask that an HSOY's ACO be contacted. The HSOY reserves the right to deny euthanasia of any animal if a staff member and a member of management feels that the animal should not be euthanized. HSOY also reserves the right to euthanize any animal at any point during the animals hold period should it be in the best interest of the animal.

3. STRAYS: Any animals that enters into HSOY for impoundment by the COSL's ACO will be held as a stray or possibly owned animal. An animal will be determined to be "owned" if the animal is wearing a collar, has a microchip or has been tattooed. Should the animal not be wearing a collar, have a microchip or have a tattoo, the animal will be considered "stray". Owned animals will be held for a total of 5 business days. A stray animal will be held for a total of 3 business days. Business days are considered to be Tuesday through Saturday.

4. CHARGES: Impound and boarding charges will start the day the animal entered HSOY shelter. If the animal is reclaimed before 12:00 p.m. no boarding charges will incur for that day. Boarding charges will be accessed on days that the HSOY is closed (including holidays) if the animal is impounded on said days. COSL will not be responsible for any boarding or other charges beyond the 3 or 5 business day minimum.

   Strays are held for three business days. If the animal is wearing a collar, is microchipped, or tattooed, it will be held for 5 business days.

5. BILLING: All bills will be sent by the 20th of every month, payment will be expected within 30 days of billing:

Dog boarding:	$32.00 per day
Dog impound fee:	$25.00
Cat Impound:	$20.00
Kitten < 8 weeks:	$5.00 per kitten
Kitten .8 weeks, 4 months:	$10.00 per kitten
DOA Disposal fee:	$20.00
Immediate Euthanasia fee:	$40.00
After hours ACO call:	$40.00

(After hours: 9 p.m. to 7 a.m. for an emergency euthanasia. COSL will be charged an immediate euthanasia fee plus an additional after hours ACO fee ($80.00). All invoices will be sent by the 20th of each month. All impound and boarding fees collected will be returned to COSL.

6. BITES: All animals that enter into the facility with a bit issue will be quarantined for the required ten days. The initial report will be done by the COSL's ACO and will be closed by the COSL's ACO. The HSOY staff will clear each bite animal and notify the COSL's ACO once the quarantine is completed. Each bite animal admitted to the HSOY will have a "one day" form signed. HSOY will provide the form.

Either party may terminate this agreement with 30 days' notice without cause. The signatures below indicated approval of this agreement.

HUMANE SOCIETY OF YUMA	CITY OF SAN LUIS
_____	_____
Annette Lagunas Executive Director	Tadeo A. De La Hoya Interim City Manager

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. F.**
Meeting Date: 08/10/2016
Department Head: Tadeo De la Hoya, Interim City Manager, Administration
Submitted By: Joselyn Medina, Assistant to Council/PIO, City Council
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for fiscal year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

SUMMARY:

Service: Ramirez Advisors Inter-National, LLC provides services related to assisting the City of San Luis in relations with Federal, State, and Bi-National entities to address the needs of our region.

Amount: The City of San Luis has entered into an agreement with Ramirez Advisors Inter-National, LLC in the past and has already budgeted funds in the amount of $50,000.00 for services to continue until the end of the Fiscal Year 2016-2017 on June 30, 2017. The $50,000.00 will cover a discounted yearly retainer requested by the City. In addition to the retainer, the contract covers travel and out-of-pocket expenses such as mileage, lodging, airfare and ground transportation. The City has paid these expenses in prior years.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE CONTRACT WITH RAMIREZ ADVISORS INTER-NATIONAL, LLC, FOR THE FISCAL YEAR 2016-2017 IN THE AMOUNT OF $50,000.00.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$50,000.00 plus travel and out-of-pocket expenses
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	No Transfer Required

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: 100-110-80000-Contractual Services/Remaining balance $421,500.00

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

Account No: 100-110-80000, City Counsel Contractual Services. The retainer amount of $40,000.00 is budgeted for fiscal year 2016-2017. The travel and out-of-pocket expenses will be paid out of the same account following the City's travel expenses policies.

Attachments

Agreement 2016

Ramírez Advisors Inter-National, LLC
Innovative Crossborder Solutions and Governmental Affairs

1928 East Highland Ave., Ste. F 104 #409
Phoenix, Arizona 85016
(602) 820-3931
luis@ramirezadvisors.com

July 13, 2016

The Honorable Gerardo Sanchez
Mayor
City of San Luis
767 N. First Avenue
P.O. Box 1170
San Luis, Arizona 85349

Via electronic mail: gsanchez@cityofsanluis.org

RE: Renewal of Contract for Professional Services

Dear Mayor Sanchez,

On behalf of Ramírez Advisors Inter-National, LLC, (RAI-N), I want to thank you for the opportunity of presenting this contract renewal to you and the City of San Luis (the City) as the City works to leverage the investment by the federal government on the international ports of entry to serve as catalysts for the long-term economic growth of the region and to foster the improvement of the quality of life for the residents of the region.

OUR UNDERSTANDING

The City of San Luis is experiencing high rates of growth and is confronting a number of significant projects that stand to impact their long-term planning and the quality of life for the residents of the City.

The General Services Administration (GSA) along with various other federal agencies have been delayed in the design and construction of the necessary modernizations to the San Luis I port of entry. Additionally, there are various transportation and other related infrastructure issues that need to be addressed to handle the expected growth in cross-border traffic. These projects stand to have a dramatic impact on how the volume of traffic, both commercial and non-commercial, will be able to traverse through the community. As experienced in various other border communities, these types of projects typically serve as catalysts for growth. The challenge is to position the City and the region to be the beneficiary of that growth. Without appropriate planning, the City stands to be bypassed by the growth and be left to deal with the challenges associated with the growth and traffic.

OUR PROPOSAL

RAI-N, by working with you and the key representatives of the City, will work to help identify the key issues, work to define the areas of concern, help identify strategies to address the concerns and work to build consensus among the key stakeholders. In particular, there are a number of key infrastructure projects under way or under consideration that can impact the regions long-term economic viability and sustainability, the opportunities for growth in key sectors and the quality of life for the residents of the region. Some of the projects are of an immediate nature and others will gain greater relevance in the long-run but all have to be considered as part of a broader economic development strategy for the region.

Among the key projects under consideration and are to be monitored – although this is **not** an all-inclusive list – are:

- The San Luis I Border Station Reconfiguration Project;
- The San Luis Rio Colorado I Border Station Reconfiguration Project;
- The operations at the San Luis II border station;
- The operations at the San Luis Rio Colorado II station;
- Others as they become better defined or as determined appropriate for consideration.

Among the various areas in which RAI-N will be directly involved, RAI-N will work with the City to ensure that our efforts to achieve the following:

- Assisting in the preparation and dissemination of strategic information that outline the critical areas of need and/or projects;
- Assist the City of San Luis in the implementation of an outreach strategy at the Federal, state and binational levels to raise awareness of the needs of the region;
- Facilitate the dialogue, communication and interaction with key state federal agencies, primarily with the General Services Administration (“GSA”), Customs and Border Protection (“CBP”), and the Arizona Department of Transportation (“ADOT”);
- As determined appropriate and in full coordination with the US Counterparts, establish similar outreach efforts with the relevant federal, state and municipal entities on the Mexican side as it pertains to the port of entry projects;

- More as determined appropriate by the City in consultation with RAI-N.

In an effort to maintain the City informed of our activities and relevant matters, RAI-N will:

- Provide updates via electronic format to the City. At the request of the City of San Luis, all updates are to be provided to the Mayor and to the entire City Council. There will be additional exchanges of communication on as needed basis. Our experience has proven that more frequent reporting can result in an information overload for our clients and thus an inefficient use of time;

- RAI-N, as determined appropriate, will participate in leadership meetings, both in person or via teleconference;

PROFESSIONAL STAFFING

I will be primary point of contact for all services relating to this engagement. Other firm professionals will be involved in this engagement on as needed basis and as determined appropriate by RAI-N. In attachment #1 you will find a copy of a brief personal biography.

Should it be deemed appropriate by both the City and RAI-N that third-party professionals be required to provide complementary services in order to effectively execute any portion of this engagement, RAI-N will work with you in order to secure those services. You will be responsible for payment of any third-party services.

OUR FEES AND EXPENSES

RAI-N will require an annual retainer of $50,000 to be paid in 12 equal payments of $4,166.67. We have found that this approach results in a more cost-effective and efficient use of time for our clients rather than the traditional charge on a per-copy, per-fax or any other function on an itemized basis. **The retainer reflects a substantial discount of the standard fees, a discount that was requested by the City of San Luis.**

Additionally, the City will cover all travel related and out of pocket expenses including lodging, airfare and ground transportation as they pertain to this engagement. Invoices are due within 30 days of the date they are received. Delays of more than 30 days in receiving payment will result in a 1% additional charge on a per month basis.

In an effort to help save money for the City, whenever possible and appropriate, RAI-N will travel by rental vehicle whenever ground travel is required. Should the use of a personal vehicle be required, the mileage RAI-N will adhere to the federal mileage reimbursement rate, as provided by the US General Services Administration, of $0.54/mile as of the date indicated on this document.

RAI-N will request prior verification, either in hard copy, telefax or via electronic mail in order to incur any expenses in excess of $100 on behalf of the City. We have found that seeking written approval for expenses that are of lesser quantities can be time consuming. Of course, we do not anticipate incurring any expenses without prior approval from you and a detailed reporting of all expenses will be submitted along with each invoice.

GENERAL TERMS AND CONDITIONS

The duration of this agreement shall be for one year commencing from the date of execution. At the conclusion of that year the City and RAI-N will jointly assess whether to renew, expand, modify or terminate this agreement. Additionally, either party shall have the option of terminating this agreement by providing a 30-day advance notice in writing or all fees owed to that termination date shall be paid to RAI-N as per the terms of this agreement.

RAI-N adheres to the strictest standards of ethics and professional behavior and provides professional services based on commonly accepted business principles, terms and standards, unless otherwise indicated.

It is our practice to hold any and all information provided to us by our clients as confidential.

RAI-N will act as an independent contractor to you and the City and RAI-N will be directly responsible for any compensation and/or coverage of benefits and taxes to any RAI-N personnel.

This engagement letter is presented to you and your leadership team only and is to be treated as confidential information at all times.

Confidentiality of Information; Disclosure

RAI-N agrees to maintain in confidence all City or City related information which RAI-N may receive as a result of its work with the City. Further, RAI-N agrees that it will not disclose to anyone, for any reason, or use directly or indirectly to compete with the City or divulge such information that others may use directly or indirectly to compete with the City, any confidential information, including, but not limited to, City information, City lists, trade

secrets, data, financial information, negotiation strategies, legal opinions and/or advice, etc., that may be accessible to RAI-N in connection with its working relationship with the City, without express permission of City.

It is understood that RAI-N maintains a working relationship with other persons and legal entities. RAI-N shall promptly disclose the names of all other governmental entities that it is working with in the Country of Mexico and the States of Arizona, California, and New Mexico and the projects that it is working on for the purpose of avoiding conflicts of interest between clients. City agrees that any information disclosed by RAI-N shall be treated as confidential information to be treated as either private commercial trade secret information or as private work product information of RAI-N.

This agreement is subject to the cancellation provisions of A.R.S. §38-511.

CONCLUSION

We believe that our direct experience in projects on the border, our ability to interact with key stakeholder agencies and entities on both sides of the border and our fully bi-cultural and binational experience allows us to assure you that we will be a value-added member of the City's leadership team. Should you find the terms of this proposal acceptable kindly sign and date it and return it at your earliest convenience.

Thank you in advance for the consideration you give to this proposal. We are excited about working with you in this very unique project and we thank you for the consideration that you give to this proposal.

Respectfully,
FOR RAMÍREZ ADVISORS INTER-NATIONAL, LLC



Luis E. Ramírez Thomas, MSFS
President

FOR THE CITY OF SAN LUIS

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____

ATTACHMENT #1

Professional Biography

LUIS E. RAMÍREZ THOMAS, MSFS

Luis is the President of Ramírez Advisors Inter-National, LLC (RAI-N). He has over 25 years of experience on US-Mexico border infrastructure projects, North American relations, international business, negotiations, economic development, and industrial site selection, project management and governmental affairs. Luis has dedicated a considerable amount of time, both personal and professional, to fostering better relations with Mexico and Canada, improving the quality of life for the residents of the border and promoting the economic development of the region.

Most recently, Luis was the International Business Advisor for Lewis and Roca, LLP, in Phoenix, Arizona. There he worked with clients from the strategic planning phase of an international business expansion through the implementation and start up of operations, including market research, site selection, negotiations, vendor selection, economic development incentives, strategic partner identification, government relations and procurement and project management.

Prior to joining Lewis and Roca, Luis was a Manager with the Corporate Real Estate Solutions practice (Fantus) in the Los Angeles office of Deloitte & Touche, LLP. Luis served as the National lead for *Mexico: Location Strategies and Implementation*, offering clients a one-stop-shop option that included fully coordinated, cross-functional, binational and bicultural grouping of services designed to assist clients with the business expansions to Mexico. He was also a member in various major site selection efforts for Deloitte & Touche clients in the US and globally.

Luis was also the Regional Director, the Americas, of the Global Market Entry Practice for Deloitte & Touche, where he helped establish the Mexico Advisory Services Group, a multidisciplinary client services team for the Southern California region of Deloitte & Touche.

Additionally, Luis was the Bulk Power Marketer for International Markets and a Senior Consultant for Industrial Development and International Programs with Arizona Public Service Company (APS). While at APS, Luis helped develop business opportunities for Bulk Power Services in Mexico and identified opportunities to expand retail sales that enhanced the utilization of APS's existing resources along the US-Mexico border. Luis led the teams that negotiated unique and innovative electric service agreements with five Maquiladoras in the San Luis Rio Colorado, Sonora region. These projects entailed extensive work with Mexican and US Federal regulatory agencies and state and local governments.

Luis was recently completed 6 years as a member of the Good Neighbor Environmental Board, its mission being to advise the President and Congress of the United States on good neighbor practices along the U.S. border with Mexico with a special focus on environmental infrastructure in the four states that border with Mexico. Luis also recently completed a two-year term as a member of the Data Management Improvement Act (DMIA) Task Force, a federal task

force designed to advise the US Attorney General and the Secretary of Homeland Security on the design and implementation of an entry and exit control system to and from the US. This system is now called the US-VISIT system.

Luis was also the Executive Director of the Border Trade Alliance (BTA) in 1994-'95 and was the Executive Assistant to the Chairman of the BTA in 1991-'92. He also worked for Joffroy Customs Brokers as an import-export specialist in the Maquiladora department.

Luis served on the Board of Directors of the BTA from 1996 to 2008, where he was also a member of the Executive Committee, Chairs the Immigration Committee and was the Co-Chair of the Public Policy Committee. As a past-Chair of the BTA, Luis was also one of the organization's Ambassadors at Large. In his functions with the BTA, Luis helped structure and implement many of the organization's positions on key issues including those pertaining to Border Crossing Cards, Federal inspection procedures at the border, utilization of resources, securing funds for border infrastructure and staffing and many others. He also helped represent the organization's key positions such as the supporting of the creation of the Department of Homeland Security.

Luis recently completed 4 years of service on the Board of Directors of the Arizona-Mexico Commission where he also served as the Chair of the Border Infrastructure and Economic Development Initiative. Luis recently completed a two-year term as a member of the Joint Legislative Review Committee on Transportation between Arizona and Sonora. As one of the three public members of this committee, Luis will be involved in the coordination of efforts on Arizona-Sonora transportation issues and make annual reports and recommendation to the Arizona legislature on environmental, transportation infrastructure and safety problems caused by the type and volume of traffic on highways that carry commercial traffic between Arizona and Mexico.

Luis sits on the Board of Directors of the Arizona Hispanic Chamber of Commerce, the Isaac School District Foundation and Friends of Public Radio Arizona. He also serves on the Board of Advisors for the West Valley Child Crisis Center. He has served on multiple boards including the LatinAmerican Art Alliance at the Phoenix Art Museum, the Arizona-Mexico Commission, the SETIF Oversight Committee, the Governor's Canamex Task Force, the BTA Foundation, the US-Mexico Chamber of Commerce-California Chapter, World Trade Center Arizona, the National Law Center for Inter-American Free Trade among various others.

Luis, born in Mérida, Yucatan, attended High School in Vancouver, British Columbia. He earned his Bachelor of Arts from the University of Arizona, cum Laude. He majored in Economics and Political Science and completed extensive coursework in Mexican-American Studies. He also earned his Master's of Science in Foreign Service from Georgetown University, where he was awarded a Dean's Citation of Service. During his studies at Georgetown, Luis did a special internship with Congressman Jim Kolbe, where he served as a North-American Trade Specialist during the ratification of the North American Free Trade Agreement (NAFTA).

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. G.**
Meeting Date: 08/10/2016
Department Head: Tadeo De la Hoya, Interim City Manager, Administration
Submitted By: Joselyn Medina, Assistant to Council/PIO, City Council
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for fiscal year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

SUMMARY:

Service: Amberly's Place provides a Crisis Response Sexual Assault/Domestic Violence/Child Abuse Advocate to coordinate services and reduce trauma to all primary and secondary victims and their families as may be referred by the San Luis Police Department on a twenty-four (24) hours per day, seven (7) days per week basis.

Amount: The City has entered into agreements with Amberly's Place, Inc. in past years and has already budgeted funds in the amount of **$41,808.00** for services to continue until the end of the Fiscal Year 2016-2017 on June 30, 2017.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT WITH GREATER YUMA ECONOMIC DEVELOPMENT CORPORATION FOR THE FISCAL YEAR 2016-2017 IN THE AMOUNT OF $41,808.00.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$41,808.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	No Transfer Required
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	Account #100-110-80000, Contractual Services/Remaining Balance $421,500.00

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

Account # 100-110-80000, City Council's Contracted Services. Contract amount of $41,808.00 is budgeted for Fiscal Year 2016-2017.

Attachments

Amberly's Place Agreement 2016

Letter

AGREEMENT

THIS Agreement is entered into by and between the CITY OF SAN LUIS, AZ a municipal corporation of the State of Arizona, hereinafter called CITY, and AMBERLY'S PLACE, INC., a non-profit organization hereinafter called AMBERLY'S PLACE.

WHEREAS, AMBERLY'S PLACE was established in 2000 as a safe haven for victims of domestic violence, sexual assault and child victim crimes; and

WHEREAS, AMBERLY'S PLACE provides a great service within the City of Yuma and is vital to the health and welfare of Yuma's citizens; and

WHEREAS, the CITY is desirous of supporting AMBERLY'S PLACE; and

NOW, THEREFORE, the parties hereto, in consideration of the above recitals and the following mutual covenants and stipulations, agree as follows:

I. AMBERLY'S PLACE AGREES TO PERFORM THE FOLLOWING:

A. On a twenty-four (24) hours per day, seven (7) days per week basis provide a Crisis Response Sexual Assault/Domestic Violence/Child Abuse Advocate to coordinate services and reduce trauma to all primary and secondary victims and their families as may be referred by the San Luis Police Department.

B. Coordinate with the San Luis Police Department to provide medical exams for child abuse and sexual assault victims.

C. Provide access to a victim friendly center (AMBERLY'S PLACE) for all victims of sexual assault, domestic violence, and child victim crimes.

D. Seek grants and corporate sponsorships to improve and expand available services.

E. Maintain accurate records of all monies received and disbursed. AMBERLY'S PLACE shall maintain an accounting system which complies with generally accepted accounting principles, including, but not limited to, SOP 78-10, FASB 116 and 117 as issued by the American Institute of Certified Public Accountants, and with the AICPA Audit Guide for Non-profit Corporations and shall separately account for all funds provided by the CITY pursuant to this Agreement.

F. Annually provide the CITY with names and addresses of offense or directors, bylaws, and articles of incorporation and amendments thereof for AMBERLY'S PLACE. In the event of any change of officer and/or director, bylaws or articles of incorporation, AMBERLY'S PLACE shall also provide notice of said change within thirty (30) days thereafter. All documentation required herein shall be reviewed by AMBERLY'S PLACE Board of Directors prior to submission and shall be filed with the City Administrator within thirty (30) days after the end of the period stated. The required reports and records are set forth as follows:

1. Quarterly records of revenue and disbursements of monies received from the CITY, and

2. A semiannual status report regarding monies received for the CITY. The report shall contain analytical memoranda which:

(a) Lists travel activities;

(b) Lists capital expenditures;

(c) Describes results of activities and expected achievements;

(d) Describes program effectiveness;

G. The City Administrator may also require AMBERLY'S PLACE to provide a brief monthly statement or status report in an agreed-upon form.

H. In order to assess the impact of the efforts of the AMBERLY'S PLACE, the CITY shall evaluate AMBERLY'S PLACE'S performance relative to the performance criteria set forth herein. And additional information desired by the CITY which is relevant and necessary to the CITY'S evaluation shall be made available by AMBERLY'S PLACE.

II. THE CITY SHALL PROVIDE THE FOLLOWING:

A. Provide funds as directed by the CITY Council to AMBERLY'S PLACE for the amount hereinafter provided, unless terminated as provided herein, that amount which is provided in the annual budget of the City. Such sum is to be disbursed on a monthly basis.

B. The method of payment shall be as follows:

1. The AMBERLY'S PLACE shall submit a request for payment monthly to the CITY'S Director of Finance detailing the proposal expenditures for the actual expenditures to date.
2. Upon approval of the request for payment by the CITY, the CITY'S Director of Finance shall make payments within fifteen (15) days to AMBERLY'S PLACE, excepts as provided in subsection C.

C. The CITY may withhold payment, in whole or in part, as may be necessary to protect it from loss on account of:

1. AMBERLY'S PLACE'S failure to render acceptable services as stated in the performance criteria of Section I. The City Administrator, or designee, shall investigate and monitor the quality of AMBERLY'S PLACE'S services in order to determine whether such services are acceptable. Upon determination by the City Administrator that acceptable services are not being rendered, the City Administrator shall

notify AMBERLY'S PLACE of the specific deficiencies in performance and provide a reasonable time for AMBERLY'S PLACE to rectify said deficiencies. In no event shall such time to rectify exceed ninety (90) days. Whether or not AMBERLY'S PLACE'S services are acceptable will be the CITY'S exclusive decision.

2. AMBERLY'S PLACE'S failure to supply information, records or reports as required.

3. AMBERLY'S PLACE'S failure to comply with documentation requirements or accounting procedures.

4. AMBERLY'S PLACE'S failure to allocate money received from the CITY for the purpose described herein.

III. FINANCIAL SUPPORT AND TERM OF AGREEMENT:

A. The term of the Agreement shall be for one year commencing on July 1, 2016 and ending on June 30, 2017.

B. The CITY agrees to pay AMBERLY'S PLACE as follows:

   1. The amount of $41,808.00 for services to be provided by AMBERLY'S PLACE pursuant to this Agreement during City fiscal year 2016/2017.

C. Funding of the Agreement shall be subject to the annual appropriation of funds for this activity by the City Council pursuant to the required budget process of the CITY.

D. AMBERLY'S PLACE may request and receive, as available, from the Purchasing Division of the CITY, certain specified CITY surplus items as required for AMBERLY'S PLACE'S operations. Determination of which surplus items are available to AMBERLY'S PLACE shall be at the sole discretion of the CITY.

E. Renewal of this Agreement beyond the current agreement will be contingent upon AMBERLY'S PLACE performance hereunder. If AMBERLY'S PLACE'S performance does not, in all material respects, meet the minimum requirements as described in Section I. of this Agreement, this Agreement may not be renewed by the City Council.

F. Nothing herein shall preclude the CITY from contracting separately with AMBERLY'S PLACE for services to be provided in addition to those provided hereunder, upon terms and conditions to be negotiated by the CITY and AMBERLY'S PLACE.

IV. TERMINATION

This Agreement may be terminated by the CITY before the end of the term set forth herein if any of the following occur:

A. With cause, by providing ninety (90) day notice to AMBERLY'S PLACE. Prior to such termination, the CITY shall notify AMBERLY'S PLACE of the specific grounds for termination and provide a reasonable time for remedial action by AMBERLY'S PLACE. In no event shall such time to remedy exceed ninety (90) days.

B. By mutual written consent of both parties hereto.

C. For breach or default by AMBERLY'S PLACE of any of its obligations set forth herein.

V. INDEMNIFICATION:

To the fullest extent permitted by law Amberlys Place shall indemnify and hold harmless the CITY, its agents and employees from and against all claims, damages, losses, expenses, and injury to property or persons (including death), including but not limited to attorney's fees, caused in whole or in part by any negligent act or omission of Amberlys Place, or anyone directly or indirectly employed by Ambary's Place for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder, whether authorized by Amberly's Place or not, including theft by Amberly's Place or any of its officers, agents, employees, guests, patrons, invitees or trespassers, arising out of or resulting from this Agreement,

VI. INSURANCE

AMBERLY'S PLACE shall, at AMBERLY'S PLACE'S expense, secure and maintain during the term of this Agreement commercial general liability insurance including bodily injury, property damage, contractual , personal injury, and products. completed operations. Liability limits shall be no less than $1,000,000 per occurrence combined single limit and shall be primary to any other coverage available to the CITY. The CITY shall be named as an additional insured, and certificates of insurance for the requirements herein shall be delivered to the CITY prior to the commencement of this Agreement. Failure to provide required coverage and compliance with the terms and conditions of this Agreement shall not waive the contractual obligations herein. If the policy of policies shall be canceled by the insurance company or AMBERLY'S PLACE during the term of this Agreement, AMBERLY'S PLACE and insurance company shall provide thirty (30) days written notice to the effective date of such cancellation or termination to the CITY

VII. GENERAL CONDITIONS:

A. Nondiscrimination. AMBERLY'S PLACE shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the Americans with

Disability Act of 1990. In addition, AMBERLY'S PLACE shall include similar requirements of subcontractors in any contracts entered into for performance of AMBERLY'S PLACE'S obligations under this Agreement.

B. Financial Review.

1. AMBERLY'S PLACE shall make their financial records available for inspection by the CITY, or its designee, upon reasonable notice during normal business hours of the CITY.

2. If the CITY desires a financial audit by a certified public accountant of the AMBERLY'S PLACE'S financial records to verify use of the CITY funds according to the terms and audit. AMBERLY'S PLACE will not be responsible for the cost of such an audit if requested by the CITY and are entitled to a copy of any resulting reports that are received by the CITY.

C. Compliance with Law. AMBERLY'S PLACE shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, AMBERLY'S PLACE shall include similar requirements of subcontractors in any contract entered into for performance of AMBERLY'S PLACE obligations under this contract.

D. Binding on Successors. The covenants and conditions herein contained apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto.

E. Attorney Fees and Costs. In the event any action, suit proceedings is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to. witness fees, court costs, and reasonable attorney fees.

F. Laws Governing. This Agreement shall be governed by the laws of the State of Arizona, as to validity, interpretation and performance.

G. Venue. Any and all suits for any and every breach of this Agreement, or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintain in any court of competent jurisdiction in the County of Yuma, State of Arizona.

H. Waiver. The failure of either party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, or any delay in the exercise of any rights or remedies, shall not release either party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either to insist upon strict performance of this Agreement.

I. Severability. If any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

J. Integration. This Agreement contains the entire Agreement between the parties, and no oral or written statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement, or specifically referred to in this written Agreement shall be valid or binding; and this contract may not ne enlarger, modified, or altered except in writing signed by the parties and endorsed hereon.

K. No Partnership. Nothing in the Agreement is intended or shall be construed to constitute a partnership or joint venture between the parties and neither party shall be deemed the principal, agent, officer, or member of the other.

L. Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided on this Agreement, any consent to delay in the performance of AMBERLY'S PLACE of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction.

M. Binding Arbitration. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Arizona Uniform Rules of Procedure for Arbitration currently in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the other party to this Agreement.

N. Conflict of Interest. This contract shall be subject to the Conflict of interest provisions of A.R.S. § 38-511, as amended.

O. Notices. All notice, demands or other communications given hereunder shall be in writing and shall be deemed to have duly delivered upon personal delivery, or mailing by United States mail, postage prepaid, registered or certified, return receipt, addressed as follows:

TO CITY:
City of San Luis
ATTN: City Manager
1090 East Union Street
P.O. Box 1170
San Luis, AZ 85349

Amberly's Place, Inc.
1310 S. 3rd Avenue
Yuma, AZ 85364

P. Compliance With A.R.S. § 23-214.

A.R.S. §23-214 imposes requirements upon employers to verify the employment eligibility of all of its employees as set forth in that statute and its related definitions. Both the City and Amberly's Place will not enter into a contract with any Company or its providers or subcontractors that is/are not are in compliance with the requirements of A.R.S. § 23-214. Both the City and Amberly's Place hereby represent that they are in compliance with said law and will continue to be in compliance. By signing below, each represents and warrants that they are in full compliance with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and they shall remain in compliance during the term of this agreement.

I. Sudan and Iran.

Pursuant to A.R.S. § 35-393.06, the parties hereto certify that they do not have a scrutinized business operation, as defined in A.R.S. Sec. 35-391(15), in either Sudan and/or Iran.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____day of _____2016.

CITY OF SAN LUIS, a municipal corporation	Amberly's Place, Arizona non-profit corporation
_____	_____
Tadeo A. De La Hoya, Interim City Manager	Executive Director

ATTEST:

_____

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____

Kay Marion Macuil, City Attorney

Amberly's PLACE
Family Advocacy Center

April 20, 2016

Mayor Gerald Sanchez
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

Mayor Sanchez,

Amberly's Place has been helping victims in San Luis in partnership with the San Luis Police Department for a number of years. Each year the calls for service to San Luis increase as more victims feel safe asking for help and reporting the crime. San Luis has always been very supportive of this program and the victims we serve by providing us with a office and $39,000 in funding for part of the advocate expense and a van to transport victims to court and to Safehouse.

Last year we provided assistance to 376 victims in collaboration with the San Luis Police Department which was a 22% increase from the previous year. An advocate is in San Luis every day of the week now, instead of three days a week as when we started this arrangement. Advocates go to court daily in South County and take food boxes to victims as well as clothes blankets, diapers and formula at no cost to the victim. Meeting the emergency needs of the victim is the best way to let them know their community really cares.

As you enter into budget talks for next year I ask that you continue to support this agency and the victims we serve in San Luis. The advocate assigned to San Luis is making numerous trips each week to San Luis. In fact she is averaging 8 to 10 trips per week. If it is at all possible we would respectfully request a small increase in the amount of funds provide to this agency. The van which you provide for us to use is older and does not get more than 20 miles per gallon. If we take the least umber of weekly trips to San Luis which is 8 and by the 60 mile round trip the fuel expense is a average of $54.00 per week. When you take this weekly expense by 52 weeks in a year the expense is $2808.00.

This agency has never asked or received an increase in funding and fuel expense has became a major budget issue. If you can possibly help with the $2,808 fuel expense it would be appreciated, whether it be all or partial assistance. Responding when needed is a very important part of our services to victims. We will continue to make however many trips needed to assist and victim whenever the call comes in. Please feel free to contact me if you have any questions regarding this request.

Please note that we appreciate the support of the City of San Luis Mayor, Council and Police Department. Together we have made a difference to those we serve in your community.

Sincerely,

Diane Umphress

Diane Umphress
Executive Director
Amberly's Place

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. H.**

Meeting Date: 08/10/2016

Department Head: Tadeo De la Hoya, Interim City Manager, Administration

Submitted By: Joselyn Medina, Assistant to Council/PIO, City Council

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding approval of the contract for the ComicCon event in San Luis, Arizona for Fiscal Year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

SUMMARY:

Arizona Western College Students through the Yuma County Arts and Cultural Group put on a successful Blazing Desert ComicCon in March of 2016. The Group is making it an annual event in San Luis and they are already in the planning stages for March of 2017. They will use the City Logo in their advertising for the event. The City Council has already budgeted funds in the amount of **$1,000.00** for the event for the Fiscal Year 2016-2017 ending June 30, 2017.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE CONTRACT WITH YUMA COUNTY ARTS AND CULTURAL GROUP TO SUPPORT THE 2017 ANNUAL BLAZING DESERT ComicCon EVENT IN SAN LUIS, ARIZONA, IN THE AMOUNT OF $1,000.00.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$1,000.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	No Transfer Needed
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	Account #100-110-80007-Sponsorships/Pledges/Remaining Balance $46,650.00

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

Account No: 100-110-80007, City Council's Sponsorships/Pledges. Contract amount of $1,000.00 is budgeted for fiscal year 2016-2017.

Attachments

Agreement 2016

Letter

AGREEMENT

Agreement made this _____ day of _____, 2016, between Yuma County Arts and Cultural Group, of P.O. Box 4293 San Luis, Arizona 85349, ("Group"), and City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona ("City").

SECTION ONE. ANNUAL BLAZING DESERT ComicCon

The 2016 Annual Blazing Desert ComicCon event shall be held in San Luis, Arizona, beginning on or about March ___, 2017, and ending on or about March ____, 2017, pursuant to the terms and conditions of this agreement.

SECTION TWO. DUTIES OF GROUP

Group shall properly advertise and promote Blazing Desert ComicCon and do or cause to be done all other things necessary or advisable to make the event a success.

SECTION THREE. ADVERTISING OF CITY'S NAME

Group shall cause City's name to appear prominently in all advertising and publicity in connection with Blazing Desert ComicCon.

SECTION FOUR. DUTIES OF CITY

A. City shall pay $1,000.00 to Group. Payment shall be made out to Yuma County Arts and Cultural Group in care of Antonio Carrillo.

B. City shall make the Cesar Chavez Cultural Center, 1015 North Main Street, San Luis, Arizona available for the 2017 Annual Blazing Desert ComicCon events.

C. Otherwise, all expenses in any way pertaining to Blazing Desert ComicCon shall be the sole and separate liability of Group. City assumes no financial responsibility of any kind or nature relative to Blazing Desert ComicCon.

SECTION FIVE. LIABILITY INSURANCE

Group shall provide City a Certificate of Insurance. Group shall carry proper liability insurance in an amount and with companies acceptable to City, naming City as an insured and fully protecting and indemnifying City from every possible claim for accidents or other liabilities, to employees and all other persons, that might arise in connection with Blazing Desert ComicCon, including preparation for the events, the events themselves, and any acts in any way connected with the events.

SECTION SIX. BOOKS AND RECORDS

Group shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's Sponsorship. Such books shall be kept in a place convenient for City, and City shall have access to and the right to examine such books at any and all reasonable times. Group shall prepare a report and submit it to the City, to the City's Public Information Officer, by April 4, 2017 showing an accounting of the City's Sponsorship and providing copies of receipts.

SECTION EIGHT. COOPERATION OF PARTIES

City shall lend cooperation and support to and work with Group for the purpose of making Blazing Desert ComicCon successful.

SECTION NINE. ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION TEN. NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION ELEVEN. Termination on default

If Group shall fail to comply with any of the terms and conditions of this Agreement, City may terminate this Agreement immediately, in which case City shall have no further liability or obligation to Group.

SECTION TWELVE. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of Arizona.

SECTION THIRTEEN. SEVERABILITY

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION FOURTEEN. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION FIFTEEN. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

SECTION SIXTEEN. SECTION HEADINGS

The titles to the sections of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

SECTION SEVENTEEN. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

The parties have executed this agreement at San Luis, Arizona the day and year first set forth above.

Yuma County Arts and Cultural Group

_____

Antonio Carrillo

City of San Luis, Arizona

_____

Tadeo A. De La Hoya, Interim City Manager

Antonio C Carrillo
P.O. Box 4293
San Luis, Arizona 85349

April 30, 2016

Mayor Mr. Gerardo Sanchez and Council Members
City of San Luis, Arizona
1090 E. Union St.
San Luis, AZ 85349

Dear Mayor Sanchez and Honorable Members of the City of San Luis Council:

It is with great satisfaction and appreciation that I would like to report to you that the 2016 Blazing Desert ComicCon (BDCC) San Luis has accomplished its main objectives:

- Promote a positive image of San Luis
- Make cultural and artistic events available to San Luis residents
- Incorporate a diverse group of Comic-Con enthusiasts to our community
- Access to these activities usually available only in large urban/cosmopolitan centers
- Encourage the inclusion of peoples of all backgrounds in a single event
- Impact positively San Luis businesses as they participate on a limited basis
- Aid the local economy for San Luis businesses as Comic-Con enthusiasts will need gas, food, and other items.
- Establish a scholarship exclusively for college students from San Luis
- Enhance young adults' abilities while mentoring them as future leaders

For two consecutive days, this year's event brought Comic Con enthusiasts to our city. They enjoyed artists representing the genre of animation, drawing, cosplaying, illustration, Harry Potter wand making, and many more creative activities.

This year the 2016 BDCC included special guests such as Rick Hoberg (Seattle, WA), and John Swasey (Houston, TX). Both gentlemen have participated in the San Diego Comic Con, Chicago Comic Con, New York Comic Con and many more. I had the pleasure of having a nice conversation with both and listened to their satisfaction of participating in our event here in San Luis.

Our young organizers firmly believe that the BDCC has the potential for growth and confidently assert that it already is "the only event of its kind in southwestern Arizona". Organizers and volunteers have gathered to assess the results for this year. They are extremely satisfied with the outcomes and have scheduled next year's 2017 BDCC event for the month of March. Nonetheless, the main challenge continues to be the financial aspect of the organization and planning of the event. It will take several years to make BDCC self-sustainable. For this reason, and on behalf of the organizers, I would like to request your financial assistance in the amount of $5,000 for the organization on the 2017 BDCC. With your aid, I am confident that our own Comic Con will continue to grow becoming a remarkable socio-cultural event in our region.

Respectfully,

Antonio C. Carrillo, M.A/M.Ed
Yuma County Arts and Cultural Group

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. I.**

Meeting Date: 08/10/2016

Department Head: Tadeo De la Hoya, Interim City Manager, Administration

Submitted By: Joselyn Medina, Assistant to Council/PIO, City Council

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for fiscal year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

SUMMARY:

Service: Yuma Community Food Bank provides, free of charge, food for families going through financial hardship of the City of San Luis.

Amount: The City has entered into agreement with the Yuma Community Food Bank in the past and has already budgeted **$15,000.00** for food to needy persons in the City of San Luis until the end of the Fiscal Year 2016-2017 on June 30, 2017.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT WITH YUMA COMMUNITY FOOD BANK FOR THE FISCAL YEAR 2016-2017 IN THE AMOUNT OF $15,000.00.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$15,000.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	No Transfer Needed
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	Account #100-110-80007-Sponsorships/Pledges /Remaining Balance $46,650.00

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

Account No: 100-110-80007, City Council's Sponsorships/Pledges. Contract amount is budgeted for fiscal year 2016-2017.

Attachments

Agreement 2016

AGREEMENT

Agreement made this ____ day of _____, 2016, between the City of San Luis, Arizona, 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona ("City"), and Yuma Community Food Bank, 2404 E. 24th Street, Yuma, AZ 85365.

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. The City agrees to pay to Yuma Community Food Bank the sum of $15,000.00 (FIFTEEN THOUSAND DOLLARS) for food services to needy persons in the City limits of the City of San Luis.

2. Between July 1, 2016 and June 30, 2017, Yuma Community Food Bank promises to deliver food to needy persons within the City limits of City of San Luis at least twice per month and to do so free of charge to said needy persons.

3. Food shall be distributed to all qualified persons regardless of religious faith. Monies provided herein shall not be used to promote religious faith or beliefs.

4. Distribution of food shall at all times conform to all federal, state and local legal requirements, including, but not limited to all rules and regulations of the Yuma County Health Department.

5. Indemnification. Yuma Community Food Bank agrees to defend, indemnify and hold City, their respective affiliates, officers, directors, employees and agents harmless from and against any and all losses, claims demands, suits, actions, judgments, fines or payments for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of food distribution by Yuma Community Food Bank. Yuma Community Food Bank obligations under this paragraph shall survive expiration or termination of this agreement.

6. General Provisions.

   A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Yuma Community Food Bank of the breach of any covenant of this agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this contract.

   B. Attorney's Fees. In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the another party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorney's fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorney's fees shall be included therein, such fees to be set by the court and not by jury.

C. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

D. Headings. The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

E. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this contract.

F. Time of the Essence. Time is of the essence of this contract.

G. No Partnership and Third Parties. It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other similar arrangement between City and Yuma Community Food Bank. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

H. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

I. Amendment. No change or additions are to be made to this agreement except by written amendment executed by the parties hereto.

J. Governing Law. This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 35-511.

K. Reformation. Should any term, provision, covenant or condition of the agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.

L. Venue. Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the district of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

M. Severability. Every provision of this agreement is, and will be construed to be, a separate and independent covenant. If any provision of this agreement or the application of the same is, to any extend, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

N. No Personal Liability. No member, official or employee of the City shall be personally liable to Yuma Community Food Bank, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to the Yuma Community Food Bank or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this contract.

O. Employment Eligibility. Yuma Community Food Bank herby warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that related to its employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of Yuma Community Food Bank and any contractor or subcontractor employee of Yuma Community Food Bank to ensure that Yuma Community Food Bank and any of its contractors or subcontractors are compliant with this warranty.

P. Compliance with Law. Licensee agrees that in the distribution of food it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations, including, but not limited to, all rules and regulations of the Yuma County Health Department.

Q. Assignment. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Each party to this agreement has caused it to be executed on the day and year first above written.

Yuma Community Food Bank

By: _____

City of San Luis

By: _____
Tadeo A. De La Hoya,
Interim City Manager

YUMA COMMUNITY FOOD BANK
Serving Southwestern Arizona

2404 East 24th Street, Suite A |Yuma, AZ 85365
928. 343.1243 Office 928.726.1679 Fax
www.yumafoodbank.org|info@yumafoodbank.org

April 29, 2016

City of San Luis
Tadeo Angel De La Hoya
Interim City Manager
1090 E. Union Street
P. O. Box 1170
San Luis, AZ 95349

Mr. De La Hoya;

The Yuma Community Food Bank (YCFB) has been providing food assistance since 1978 by transporting and distributing food through multiple programs, to the San Luis Community. These programs include the distribution of USDA Commodities through The Emergency Food Assistance Program (TEFAP), the Commodity Supplemental Food Program (CSFP), Produce Distributions and food support to the San Luis Senior Nutrition Center.

As the population of San Luis continues to grow, so does the need for food assistance. With a Human Development Index of 3.98, San Luis is far below the national index of 5.06, not to mention that 26.73% of the residents to not have the equivalent of a GED. With this in mind YCFB strives to meet the food insecurity needs of San Luis. Each year YCFB serves over 59,000 food boxes to residents in Yuma County, and every year this number increases, while resources and availability of product becomes more challenging to obtain.

With funding from San Luis, YCFB will continue to enhance our ability to serve the needs of the underserved members in your community. It is common knowledge that the economy has affected everyone and is slow in its return. To combat this, YCFB continues to provide any and all resources available toward procuring food and providing efficient distribution of it.

It is because of the increase in need that YCFB respectfully requests support in the amount of $15,000 for fiscal year 2017. YCFB has truly appreciated the support and partnership that the City Council has provided to the Food Bank previously. It is with your support that we are able to provide food to those in need and we look forward to collaborating in our fight against hunger in your community.

If you need any additional information or if I may make a presentation to your council, please feel free to contact me: (928) 259-2203 or mivers@yumafoodbank.org.

Gratefully,

Mike Ivers

President/CEO

MEMBER OF FEEDING AMERICA · Yuma County Chamber of Commerce · Association of Arizona Food Banks · United Way United Way of Yuma County

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. J.**

Meeting Date: 08/10/2016

Department Head: Tadeo De la Hoya, Interim City Manager, Administration

Submitted By: Joselyn Medina, Assistant to Council/PIO, City Council

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry, for fiscal year 2016-2017. **(Tadeo A. De La Hoya, Interim City Manager)**

SUMMARY:

Service: Gethsemani Food Ministry provides, free of charge, food to needy persons in the City of San Luis.

Amount: The City has entered into agreement with Gethsemani Food Ministry in the past and has already budgeted $3,000.00 to provide food for families that are going through an economic hardship in the City of San Luis. This agreement expires until the end of Fiscal Year 2016-2017 on June 30, 2017.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE, RATIFY AND AUTHORIZE APPROPRIATE CITY OFFICIALS TO EXECUTE THE CONTRACT WITH GETHSEMANI FOOD MINISTRY FOR THE FISCAL YEAR 2016-2017 IN THE AMOUNT OF $3,000.00.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$3,000.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	No Transfer Needed
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	Account # 100-110-80007-Sponsorships/Pledges/Remaining Balance $44,600.00

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

Account No: 100-110-80007, City Council's Sponsorships/Pledges. Contract amount is budgeted for fiscal year 2016-2017.

Attachments

Agreement 2016

Letter

AGREEMENT

Agreement made this ____ day of _____, 2016, between the City of San Luis, Arizona, 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona ("City"), and Gethsemani Food Ministry, 1011 B Street, P.O. Box 2067, San Luis, AZ 85349, ("Food Ministry").

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. The City agrees to pay to Food Ministry the sum of $3,000.00 (THREE THOUSAND DOLLARS) for food services to needy persons in the City limits of the City of San Luis.

2. Between July 1, 2016 and June 30, 2017, Food Ministry promises to deliver food to needy persons within the City limits of City at least once a week and to do so free of charge to said needy persons.

3. Food shall be distributed to all qualified persons regardless of religious faith. Monies provided herein shall not be used to promote religious faith or beliefs.

4. Distribution of food shall at all times conform to all federal, state and local legal requirements, including, but not limited to all rules and regulations of the Yuma County Health Department.

5. Indemnification. Food Ministry agrees to defend, indemnify and hold City, their respective affiliates, officers, directors, employees and agents harmless from and against any and all losses, claims demands, suits, actions, judgments, fines or payments for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of food distribution by Food Ministry. Food Ministry's obligations under this paragraph shall survive expiration or termination of this agreement.

6. General Provisions.

   A. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Food Ministry of the breach of any covenant of this agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this contract.

   B. Attorney's Fees. In the event any party finds it necessary to bring any action at law or other proceeding, including arbitration, against the another party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorney's fees by the other party, and in the event any judgment is secured by said prevailing party, all such costs and attorney's fees shall be included therein, such fees to be set by the court and not by jury.

   C. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

D. Headings. The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

E. Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this contract.

F. Time of the Essence. Time is of the essence of this contract.

G. No Partnership and Third Parties. It is not intended by this agreement to, and nothing contained in this agreement shall, create any partnership, joint venture or other similar arrangement between City and Food Ministry. No term or provision of this agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

H. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

I. Amendment. No change or additions are to be made to this agreement except by written amendment executed by the parties hereto.

J. Governing Law. This agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this agreement is subject to the provisions of A.R.S. § 35-511.

K. Reformation. Should any term, provision, covenant or condition of the agreement be held to be void or invalid, the parties shall reform this agreement to conform as closely as possible to the original intent thereof.

L. Venue. Any legal action relating to this agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the district of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.

M. Severability. Every provision of this agreement is, and will be construed to be, a separate and independent covenant. If any provision of this agreement or the application of the same is, to any extend, found to be invalid or unenforceable, then the remainder of this agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this agreement will be valid and will be enforced to the extent permitted by the law, and the parties will negotiate in good faith for such amendments of this agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

N. No Personal Liability. No member, official or employee of the City shall be personally liable to Food Ministry, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to the Food Ministry or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this contract.

O. Employment Eligibility. Food Ministry herby warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that related to its employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreement and is subject penalties up to and including termination of this agreement. City retains the legal right to inspect the papers of Food Ministry and any contractor or subcontractor employee of Food Ministry to ensure that Food Ministry and any of its contractors or subcontractors are compliant with this warranty.

P. Compliance with Law. Licensee agrees that in the distribution of food it will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations, including, but not limited to, all rules and regulations of the Yuma County Health Department.

Q. Assignment. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Each party to this agreement has caused it to be executed on the day and year first above written.

Gethsemani Baptist Church, Gethsemani, Food Ministry

By: _____

City of San Luis

By: _____
Tadeo A. De La Hoya,
Interim City Manager

GETHSEMANI FOOD MINISTRY

SAN LUIS INDEPENDENT FOOD BANK

1010 "B" Street / P.O. BOX 3137 San Luis AZ. 85349
Phone & Fax: (928) 627-2678 - Mobil: 928-446-2200
Facebook: Gethsemani Church
Manuelcastro12@msn.com

Jose Manuel Castro
Pastor / President.

March 29, 2016,

Dear City of San Luis, AZ.

Our most honorable City Mayor, Administrator and members of the Council,

It is our prayer that the good Lord be blessing and keeping each one of you. Because Scripture reminds us to pray for our leaders in the community, when we gather to pray, we intercede for you in prayer as He fills you with much wisdom and sensitivity to conduct and manage the affairs of our great city.

With great humbleness I make you aware of the program we have in place to help the needy and less fortunate of our city. We have been donating tons of food like never before. It's impressive the amount of food we gather on a weekly basis from various locations, like: Nogales, Tucson, Phoenix and Yuma. Our purpose has always been to fight hunger in the name of Christ. Thanks to the Lord we have three trucks available to make these runs- these trucks are our way of transport in order to support thousands of families who go hungry in our community each month. In order for us to continue serving our community we need a partner to help us with the expenses of making possible the renewal of the license plates for the two trucks. They are expiring this month of February. In order for us to renew the tags, we need to come up with approx. $4,000 dollars.

Our prayer is that our City of San Luis, AZ can stand with us in support with $3,000 dollars.

We appreciate with all of our heart your generous support as we continue to fight hunger in our city.

Optimistically,

Jose M. Castro. President / Pastor.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. K.**
Meeting Date: 08/10/2016
Department Head: Tadeo De la Hoya, Interim City Manager, Administration
Submitted By: Joselyn Medina, Assistant to Council/PIO, City Council
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1153. A resolution of the Mayor and Council of the City of San Luis, Arizona approving contribution to transit fund for the Yuma County Area Transit (YCAT) public transportation services. **(Tadeo A. De La Hoya, Interim City Manager)**

SUMMARY:

Service: YCAT provides bus and transit services for the City and the surrounding County areas.

Amount: The City has contributed its share to YCAT since 2012 under an intergovernmental agreement (IGA). The City has already budgeted funds in the amount of $70,600 to help services continue until the end of Fiscal Year 2016-2017 on June 30, 2016. The City of San Luis and 7 other entities entered into the IGA in 2012 for YCAT (Yuma County Area Transit) to provide regional public transportation. Under the IGA, San Luis is to contribute a share of funding YCAT's public transportation. Other contributions come from Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Tribe, Arizona Western College, and Northern Arizona University. Under the IGA of 2012, a formula of the percentage of contribution is developed every year. At the March 23, 2015 open meeting of the Yuma County Intergovernmental Public Transportation Authority, a 11.39% contribution was calculated for San Luis for a total for San Luis of $70,573.00. This is only one dollar more than the contribution for the first year in 2012, which was 13.80% for $70,572.00.

Procedure of Approval: Under the IGA, the City's approval is to be by way of Resolution.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1153.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to the Agenda Item Review Form.

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$70,573.00

BUDGETED:	$70,600.00
AVAILABLE TO TRANSFER:	No Transfer Required
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	100-110-80000-Contractual Services/Remaining balance $421,500.00

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

Account #100-110-80000 City Council Contractual Services. $70,600.00 was budgeted for Fiscal Year 2016-2017, but the contribution determined was under budget in the amount of $70,573.00.

Attachments

Resolution 1153

Letter

Master IGA YCIPTA

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 1153

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING CONTRIBUTION TO TRANSIT FUND FOR THE YUMA COUNTY AREA TRANSIT (YCAT) PUBLIC TRANSPORTATION SERVICES

WHEREAS, in 2012, the City of San Luis entered into an intergovernmental agreement (IGA) with the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) along with Yuma County, the City of Yuma, the City of Somerton, the Town of Wellton, the Cocopah Tribe, Arizona Western College, and Northern Arizona University; and

WHEREAS, Paragraph 2.3 of said IGA states: "Each of the Members shall timely contribute its designated share of non-federal funds pursuant to a formula to be developed and adopted annually by the YCIPTA with the approval by resolution of each Member in its budgetary process;" and

WHEREAS, the YCIPTA at its March 23, 2015 meeting adopted a formula of 11.39% for a total amount of $70,573.00 for the contribution for San Luis which was approved by City Council last fiscal year; and

WHEREAS, the Council of the City of San Luis has approved a budget which included this contribution;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the appropriate City officials are hereby authorized and directed to submit the contribution for the purpose of YCAT transportation services in the amount not to exceed $70,573.00 of non-federal funds.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this _____ day of _____, 2015.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076
Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.ycipta.az.gov

April 20, 2016

Ralph Velez, City Administrator
City of San Luis
P.O. Box 1170
San Luis, AZ 85349

RE: Request for FY 2017 Transit Funding For Yuma County Area Transit

Dear Mr. Velez:

On April 18, 2016, the Yuma County Intergovernmental Public Transportation Authority Board of Directors approved the Fiscal Year 2017 Member Agencies Contributions which will fund Yuma County Area Transit and YCAT On Call services from July 1, 2016 to June 30, 2017. Below is the breakdown for the City of San Luis's local share of match funding required for the operation of the transit system:

	ANNUAL TOTAL
YCAT/On Call Transit Match	$ 70,573

The amount is consistent with what has been paid in FY 2016 and is not anticipated to change at this time. This is not an invoice, but is a request based on the Board of Directors action on April 18, 2016. Invoices will be sent at a later date.

Should you have any questions regarding this request, please don't hesitate to contact me at (928) 539-7076 ext. 101 or email skreger@yciptaq.az.gov.

Sincerely,

Shelly Kreger
Transit Director

Yuma County Intergovernmental Public Transportation Authority Board Of Directors
Brian Golding, Sr., Chairman – Quechan Indian Tribe, Bill Lee, Vice Chairman – City of Somerton,
Susan Thorpe – Sec/Treasurer – Yuma County, Greg Wilkinson – City of Yuma,
Michael Sabath - Northern Arizona University, Dr. Glenn Mayle - Arizona Western College,
Ralph Velez - City of San Luis, Larry Killman – Town of Wellton, Paul Soto – Cocopah Tribe

Shelly Kreger, Transit Director

MASTER INTERGOVERNMENTAL AGREEMENT
YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

This Master Intergovernmental Agreement ("Master IGA") is made effective as of the 1st day of January, 2012, ("Effective Date") by and between Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"); Yuma County, a body politic and corporate of the State of Arizona ("County"); the City of Yuma, an Arizona municipal corporation ("Yuma"); the City of San Luis, an Arizona municipal corporation ("San Luis"); the City of Somerton, an Arizona municipal corporation ("Somerton"); the Town of Wellton, an Arizona municipal corporation ("Wellton"); the Arizona Board of Regents acting for and on behalf of Northern Arizona University-Yuma, an Arizona state university ("NAU-Yuma"); Arizona Western College, an Arizona community college ("AWC") and the Cocopah Indian Tribe, organized pursuant to the Indian Reorganization Act of 1934 ("Cocopah"). The parties to this Master IGA may be collectively referred to herein as the Parties, or each individually as a Party.

RECITALS

A. The County is authorized by the provisions of A.R.S. §28-9101 et seq. to establish an intergovernmental public transportation authority ("IPTA") with authority to conduct a periodic survey of regional transportation needs in the IPTA; to determine an appropriate public transportation system to meet those needs and the means to finance the system; to operate the system directly or to contract with outside parties for the operation of all or part of the system; and to enter into an intergovernmental agreement with the member entities (hereinafter a "Member," or the "Members") to provide that IPTA has sole authority for designing, operating and maintaining the public transportation system within the designated area (the "Regional Transportation System"). The IPTA shall exercise its authority to operate and maintain a Regional Transportation System pursuant to the terms of this Master IGA and as provided in one or more Service Agreements and Service Provider Agreements (as further defined herein) to be executed in the future.

B. Coordination of public transportation services to meet regional needs is a primary objective of YCIPTA. During the transition from transit services currently provided by other entities ("Existing Transit Services") to the Regional Transportation System operated by YCIPTA, the Parties agree that it may be effective and efficient to provide for the continued operation of Existing Transit Services through an agreement ("Service Provider Agreement") with a public entity or a private contractor capable of providing such services through the fiscal year ending June 30, 2012.

C. On October 20, 2010, the Yuma City Council adopted a resolution authorizing the City Administrator to petition the Yuma County Board of Supervisors ("Board of Supervisors") to establish an IPTA, pursuant to A.R.S. §28-9102(B). The Yuma Petition is attached hereto as Exhibit "A" ("Yuma Resolution and Petition").

D. On October 13, 2010, the San Luis City Council adopted a resolution to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The San Luis Petition is attached hereto as Exhibit "B" ("San Luis Resolution").

E. On September 21, 2010, the Somerton City Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Somerton documentation is attached hereto as Exhibit "C" ("The Somerton Request").

F. On September 21, 2010, the Wellton Town Council voted to petition the Board of Supervisors to establish an IPTA, as provided by A.R.S. §28-9102(B). The Wellton documentation is attached hereto as Exhibit "D" ("The Wellton Request").

G. On October 4, 2010, under the authority of President John Haeger, NAU-Yuma petitioned the Board of Supervisors for inclusion into a prospective IPTA through an IGA, as provided by A.R.S. §28-9102(B). The NAU-Yuma Petition is attached hereto as Exhibit "E" ("The NAU-Yuma Petition").

H. On or about December 13, 2010, the County Board of Supervisors, pursuant to the provisions of A.R.S. §28-9101 et seq. adopted Resolution (No.10-52) to establish the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"). The Resolution is attached hereto as Exhibit "F". (The "Board of Supervisors" Resolution)

I. On August 16, 2011, under the authority of President Dr. Glenn Mayle, AWC petitioned the YCIPTA for inclusion into YCIPTA through an IGA, as provided by A.R.S. §28-9102 et seq. The AWC Petition is attached hereto as Exhibit "G" ("The AWC Petition").

J. On October 18, 2011, the Cocopah Indian Tribe petitioned YCIPTA for inclusion into YCIPTA through an IGA as provided by A.R.S. §28-9102 et seq. The Cocopah request is attached hereto as Exhibit "H". ("The Cocopah Request")

K. Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") is a corporate body and political subdivision of the state of Arizona, with all of the powers and privileges granted to it by law.

L. The purpose of this Master IGA is to provide that the YCIPTA has sole authority for designing, operating and maintaining the public transportation system, as provided by A.R.S. §28-9124(A).

M. The goals of the Parties in creating YCIPTA are to take a regional, collaborative approach to creating a comprehensive integrated Regional Transportation System to serve the transportation needs of the region efficiently. The Regional Transportation System will endeavor to provide services that assist each of the Parties to meet federal transit-related requirements, with an equitable allocation of costs.

N. The boundaries of YCIPTA include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all of the unincorporated areas within Yuma County.

O. Members. The Members of YCIPTA are currently:

1. Yuma County
2. City of Yuma
3. City of San Luis
4. City of Somerton
5. Town of Wellton
6. NAU – Yuma
7. Arizona Western College
8. Cocopah Indian Tribe

P. The YCIPTA may be dissolved in accordance with the provisions of A.R.S. §28-9104, and this Master IGA shall terminate following dissolution and the winding up of the affairs of YCIPTA.

Q. The growth of Yuma County's population to more than two hundred thousand persons shall not cause the dissolution of YCIPTA pursuant to A.R.S. §28-9104(C).

AGREEMENTS

For and in consideration of the covenants and conditions hereinafter set forth, it is agreed as follows:

1. **Power and Authority.** YCIPTA agrees that it will perform all functions required by statute.

1.1 **Sole Authority.** The Parties agree that YCIPTA shall have sole authority for designing, operating and maintaining the Regional Transportation System, including a regional bus system (the "Bus System") and community funded transportation services including dial-a-ride programs and special needs transportation services within the boundaries established and subject to the terms and conditions of this Master IGA and any Service Agreements or Service Provider Agreements.

1.2 **Definitions.** As used in this Master IGA, the enumerated terms shall be defined as follows:

A. "Regional Transportation System" means a system of public transportation within the boundaries of YCIPTA including a regional bus system and community funded transportation services including dial-a-ride programs and special needs transportation services as developed by YCIPTA.

B. "Public Transportation Program" means the five year public transportation program described in A.R.S. §28-9123B.

C. "Regional Transportation Plan" means the plan adopted by Yuma Metropolitan Planning Organization pursuant to requirements of the Federal Transit Administration.

D. "Public Transportation System" means a system of public transportation established pursuant to A.R.S. §28-9124A, and is used interchangeably with the term "Regional Transportation System."

1.3 **Service Provider Agreements.** YCIPTA may enter into one or more Service Provider Agreements as part of the Regional Transportation System. No new public transportation services may be provided by any Party to this Master IGA after the Effective Date, except as provided in the plans for the Regional Transportation System (the "Public Transportation Program") or with the approval of YCIPTA.

1.4 **Coordination.** YCIPTA shall be responsible for coordinating and implementing among the Parties the establishment of the Public Transportation Program, subject to the terms of this Master IGA, any Service Agreements and any Service Provider Agreements.

1.5 **YCIPTA Treasurer and Accounting Systems.** YCIPTA has entered into an intergovernmental agreement with the Yuma County Treasurer to provide financial services for YCIPTA.

1.6 **Non-Member Participation.** An agency, person, or entity that is not a Party to this Master IGA, but wishes to purchase transit services from YCIPTA shall be required to enter into a Service Agreement that describes the services to be purchased and assigns responsibilities for construction, operation and maintenance of the services and any related capital improvements.

1.7 **Voting Rights.** Each Member, through its appointed Director, will have one equally weighted vote on any decision that does not involve program funding. For votes on funding matters, each Member of YCIPTA, through its appointed Director, will have one vote, regardless of the respective financial contributions of any individual entity toward program funding. Additional votes on program funding matters will be granted to only those Member entities making financial contributions to the particular program being voted upon. In those instances, the appointed Director of any Member entity contributing 35% or more of the funding for a specific program will be entitled to four (4) additional votes, for a total of five (5) votes.

2. **Responsibilities of the Members.**

2.1 **Collaboration for Planning**. Each of the Parties shall, upon request, collaborate with the planning staff of YCIPTA as required by the Federal Transit Administration ("FTA") to maintain the Regional Transportation Plan adopted by Yuma Metropolitan Planning Organization ("YMPO").

2.2 **Furnishing Update for Plans**. Each of the Members shall, upon request, provide YCIPTA staff with updates for inclusion in the Regional Transportation Plan and/or Public Transportation Program as appropriate.

2.3 **Contribution of Funding.** Each of the Members shall timely contribute its designated share of non-federal funds pursuant to a formula to be developed and adopted annually by the YCIPTA with the approval by resolution of each Member in its budgetary process. The current formula is the same formula applied by YMPO, to wit:

Contributions FY 2011/2012

Agency	Funding	%
Yuma County	$ 154,960	30.30%
City of Yuma	$ 200,000	39.10%
City of Somerton	$ 29,919	5.85%
Town of Wellton	$ 14,499	2.85%
City of San Luis	$ 70,572	13.80%
Cocopah Tribe	$ 41,496	8.11%
Arizona Western College	$50,000*	0.00%
Northern Arizona University	$3,400*	0.00%
TOTAL	**$564,846**	**100%**

*Arizona Western College and Northern Arizona University each have a separate memorandum of understanding with YCIPTA and their contributions are based on their student populations per semester. The numbers reflected above are based on their participation as of January 2012 for half the fiscal year.

2.4 **Qualifying YCIPTA as Designated Recipient.** YMPO is the designated recipient of federal funds for the area included in the boundaries of YCIPTA, and will remain as such until YCIPTA is designated as a recipient and/or a grantee of federal funds. Each of the Members shall, at the request of YCIPTA or YMPO, take such actions as are necessary to secure the designation of YCIPTA as the recipient and/or grantee of federal funds for the area included in the boundaries of YCIPTA.

2.5 **Cooperation Regarding Federal Funding.** Each of the Members will support the pursuit of federal funds that will enable YCIPTA to achieve its goals.

3. **Records and Audit Rights.**

Each Member's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by YCIPTA or a funding agency to substantiate charges and claims related to this Master IGA shall be open to inspection and subject to audit and/or reproduction by authorized representatives of YCIPTA, the FTA, and the Auditor General of the State of Arizona ("Auditors"), as applicable, to the extent necessary to adequately permit evaluation and verification of the performance of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places, to a Member's pertinent records and personnel, pursuant to the provisions of this Section, throughout the terms of this Agreement, and for a period of five (5) years after last or final payment.

4. **Mediation.**

4.1 **Dispute Resolution.** If a dispute arises out of or relates to this agreement and if the dispute cannot be resolved through negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. This section does not constitute a waiver of the parties' rights to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

4.2 **Fees and Costs.** Each Party agrees to bear its own fees and costs in mediation. The Parties shall enter into a written agreement with the mediator(s) regarding the mediator(s)' fees and expenses before the first mediation session. The Parties shall share equally the mediators' fees and mediation expenses.

5. **Term.** This Master IGA shall be for an Initial Term of twenty-five (25) years, commencing on the Effective Date and continuing on an annual basis thereafter until terminated.

6. **Insurance and Indemnification.**

6.1 **Liability Insurance.** YCIPTA shall maintain, and shall require Service Provider to maintain, insurance for activities associated with operating a public transportation system. Insurance provided by YCIPTA or its Service Provider will include property, general liability, business/auto transit, public officials errors and omissions, employment practices liability and umbrella liability at levels deemed appropriate by the YCIPTA Board of Directors. YCIPTA, and a Service Provider, as applicable, will purchase the insurance policies and keep them on file for all Members to review, and provide certificates of insurance naming each Member entity as additional insured. Such insurance shall be in an amount of not less than Thirty Million Dollars ($30,000,000) and shall be primary against all related claims. The policy of insurance shall contain a waiver of subrogation against any Member, its departments, agencies, boards, representatives, commissions, officers, officials, agent and employees for any losses or claims paid.

Service IGA's and Service Provider Agreements may require additional insurance to be maintained against risks arising from or related to the services provided pursuant to such IGA or Agreement.

6.2 **Indemnification.** YCIPTA (as "Indemnitor") agrees to defend, indemnify and hold harmless the Member entites, their officers, officials, employees, agents, representatives and directors (collectively the "Indemnitees") from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys fees and other reasonable costs of defense and any appeals) (collectively "Claims"), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of,

the act, omission, negligence, misconduct or other fault of the Indemnitor, or of any agent, officer, servant or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable in the performance of this Master IGA.

Insurance provisions set forth in this Master IGA are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

7. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. §38-511.

8. **Adherence to Laws.** YCIPTA and all committees, subcommittees and advisory committees appointed by the YCIPTA Board of Directors are subject to and shall adhere to all of the requirements of the Arizona Open Meeting Law (A.R.S. §38-431 et seq.), the Conflicts of Interest Law (A.R.S. §38-501 et seq.) and the Public Records Law (A.R.S. §39-121 et seq.) as they may from time to time be amended.

9. **Withdrawal**. A Member may resign from YCIPTA by appropriate resolution of the Member's governing body delivered to the YCIPTA Board of Directors. Delivery of the resignation shall divest the Member of voting rights and representation on the Board of Directors. Such resignation shall not relieve the Member of any accrued obligation to pay dues, assessments or other charges which have accrued prior to the effective date of the Member's resignation. No Member shall have any right to the return or withdrawal of any capital contributions to YCIPTA, unless such withdrawal is consented to by all other Members.

10. **General Provisions.**

10.1 **Entire Agreement.** This Master IGA constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

10.2 **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona. The Parties shall institute and maintain any legal actions or judicial proceedings arising from this Master IGA in Yuma County Superior Court. The Parties irrevocably consent to jurisdiction and venue in such court, and agree not to seek transfer or removal of any action therefrom.

10.3 **Assignability.** This Agreement is non-assignable in whole or in part by any Party hereto without the written consent of all Parties.

10.4 **Modifications.** Except as otherwise specifically provided in this Master IGA, any amendment, modification or variation of the terms of this Master IGA requires the written approval of all Parties.

10.5 **Attorneys Fees and Damages Limitation.** In the event any Party brings any action for any relief, declaratory or otherwise, arising out of this Master IGA, or on account of any breach or default of this Master IGA, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys fees and reasonable costs and expenses, as determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable, whether or not such action is prosecuted to judgment. The Parties hereby waive any right to seek consequential, punitive, multiple, exemplary or any damages other than actual damages.

10.6 **Individual Nonliability.** Unless expressly stated otherwise in this Master IGA, no Member, official, representative, agent, attorney or employee shall be individually liable for any obligation of YCIPTA.

10.7 **Notices.** All notices or demand required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. Services shall be deemed complete within three (3) business days of mailing, or actual receipt of notice, whichever is first.

If to YCIPTA:
Transit Director
2715 East 14th Street
Yuma, Arizona 85365
Tel: (928) 539-7076 ext 237
Fax: (928) 783-0309

If to County:
County Administrator
198 S. Main St.
Yuma, Arizona 85364
Tel: (928) 373-1010
Fax: (928) 373-1120

If to Yuma:
City Administrator
One City Plaza
Yuma, Arizona 85364
Tel: (928) 373-5011
Fax: (928) 373-5012

If to San Luis:
City Manager
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349
Tel: (928) 341-8520
Fax: (928) 341-8539

If to Somerton:
City Manager
110 North State Avenue
P.O. Box 637
Somerton, Arizona 85350
Tel: (928) 627-8866
Fax: (928) 627-3794

If to Wellton:
Town Manager
28364 Oakland Avenue
Wellton, Arizona 85356
Tel: (928) 785-3348
Fax: (928) 785-4374

If to NAU-Yuma:
Campus Executive Officer
P.O. Box 6236
Yuma, Arizona 85366-6236
Tel: (928) 317-6400
Fax: (928) 317-6419

If to AWC:
President
P.O. Box 929
Yuma, Arizona 85366-0929
Tel: (928) 344-7501
Fax: (928) 344-7730

If to Cocopah:
Chairperson
Cocopah Indian Tribe
14515 S. Veterans Drive
Somerton, AZ 85350
Tel: (928) 627-2102
Fax: (928) 627-1617

10.8 **Force Majeure.** No Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

10.9 **Counterparts.** This Master IGA may be executed in one or more

counterparts, and each originally executed duplicate counterpart of this Master IGA shall be deemed to possess the full force and effect of the original.

10.10 **Severability.** If any term or provision of this Master IGA shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Master IGA shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

10.11 **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Master IGA, and that the person signing on behalf of each Party has been properly authorized and empowered to enter this Master IGA. Each Party further acknowledges that it has read this Master IGA, understands it, and agrees to be bound by it.

10.12 **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master IGA.

YUMA COUNTY, a body corporate and politic of the State of Arizona

Attest:

Robert L. Pickels, Jr.
County Administrator/Clerk of the Board

By: _____
Gregory S. Ferguson
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

_____
Lynda Bushong
City Clerk

By: _____
Greg Wilkinson
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

_____
Sonia Cuello
City Clerk

By: _____
Juan Carlos Escamilla
Mayor

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Robert L. Pickels, Jr.
Clerk of the Board

By:_____
Gregory S. Ferguson
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

_____
Lynda Bushong
City Clerk

By:_____ MAY 31, 2012
Greg Wilkinson
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

_____
Sonia Cuello
City Clerk

By:_____
Juan Carlos Escamilla
Mayor

CITY OF SOMERTON, an Arizona municipal corporation

Attest:

_____
Bill Lee
City Clerk

By:_____
Martin Porchas
Mayor

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Attest:

_____
Clerk of the Board

By:_____
Chairman of the Board

CITY OF YUMA, an Arizona municipal corporation

Attest:

_____
City Clerk

By:_____
City Administrator

CITY OF SAN LUIS, an Arizona municipal corporation

Attest:

_____
City Clerk

By: Juan C Escamilla
Mayor

Attest:

Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

By: _____
Martin Porchas
Mayor

Attest:

_____
Christy Isbell
Board Secretary

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By: _____
John Andoh
Transit Director

Attest:

_____
Rodney L. Rinehart
Town Clerk

TOWN OF WELLTON, an Arizona municipal corporation

By: _____
James L. Deermer
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

By: _____
John Haeger
President

ARIZONA WESTERN COLLEGE, an Arizona community college

By: _____
Dr. Glenn E. Mayle
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Sherry Cordova
Chairperson

Attest:

_____
Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

By:_____
Martin Porchas
Mayor

Attest:

Christy Isbell
Christy Isbell
Board Secretary

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By: _____
John Andoh
Transit Director

Attest:

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Rodney L. Rinehart
Town Clerk

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By:_____
James L. Deermer
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

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ARIZONA WESTERN COLLEGE, an Arizona community college

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Sherry Cordova
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Attest:

_____
Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

By:_____
Martin Porchas
Mayor

Attest:

_____
Christy Isbell
Board Secretary

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By: _____
John Andoh
Transit Director

Attest:

Rodney L. Rinehart
Town Clerk

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Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

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John Haeger
President

ARIZONA WESTERN COLLEGE, an Arizona community college

By:_____
Dr. Glenn E. Mayle
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Sherry Cordova
Chairperson

CITY OF SOMERTON, an Arizona municipal corporation

Attest:

_____
City Clerk

By:_____
Mayor

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

Attest:

_____

By: _____
John Andoh,

TOWN OF WELLTON, an Arizona municipal corporation

Attest:

_____
Town Clerk

By:_____
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

By:_____
President

AWC, an Arizona community college

By:_____
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Chairperson

Attest:

Bill Lee
City Clerk

CITY OF SOMERTON, an Arizona municipal corporation

By: _____
Martin Porchas
Mayor

Attest:

Christy Isbell
Board Secretary

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By: _____
John Andoh
Transit Director

Attest:

Rodney L. Rinehart
Town Clerk

TOWN OF WELLTON, an Arizona municipal corporation

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James L. Deerner
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

By: _____
John Haeger
President

ARIZONA WESTERN COLLEGE, an Arizona community college

By: Glenn E. Mayle
Dr. Glenn E. Mayle
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Sherry Cordova
Chairperson

CITY OF SOMERTON, an Arizona municipal corporation

Attest:

_____
City Clerk

By:_____
Mayor

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

Attest:

_____

By: _____
John Andoh,

TOWN OF WELLTON, an Arizona municipal corporation

Attest:

_____
Town Clerk

By:_____
Mayor

Arizona Board of Regents, acting for and on behalf of Northern Arizona University-Yuma, an Arizona State University

By:_____
President

AWC, an Arizona community college

By:_____
President

COCOPAH INDIAN TRIBE, pursuant to the Indian Reorganization Act of 1934

By: _____
Chairperson

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this 12 day of April, 2012

By: _____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By: _____
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By: _____
Glenn Gimbut
San Luis City Attorney

Dated this _____ day of _____, 2012

By: _____
Gerald Hunt
Somerton City Attorney

Dated this _____ day of _____, 2012

By: _____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By: _____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By: Richard W. Files (For)
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
Glenn Gimbut
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Gerald Hunt
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Yuma City Attorney

Dated this 7th day of April, 2012

By:_____
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
Glenn Gimbut
San Luis City Attorney

Dated this 1st day of June, 2012

By:_____
Gerald Hunt
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Jon R. Smith
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Steven W. Moore
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
Glenn Gimbut
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Gerald Hunt
Somerton City Attorney

Dated this 24 day of MAY, 2012

By:_____
Don B. Engler
Wellton Town Attorney

Dated this _____ day of _____, 2012

By:_____
Michelle Geneva Parker
Attorney for Arizona Board of Regents

INTERGOVERNMENTAL AGREEMENT APPROVAL

This Master IGA has, prior to its execution, been submitted to the attorney for each Party, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to such Party.

Dated this _____ day of _____, 2012

By:_____
Yuma County Attorney

Dated this _____ day of _____, 2012

By:_____
Yuma City Attorney

Dated this _____ day of _____, 2012

By:_____
San Luis City Attorney

Dated this _____ day of _____, 2012

By:_____
Somerton City Attorney

Dated this _____ day of _____, 2012

By:_____
Wellton Town Attorney

Dated this 20th day of April, 2012

By: Michelle Q. Fisher
Attorney for Arizona Board of Regents

Dated this 8th day of May, 2012

By: John C. Richardson
Attorney for Arizona Western College

Dated this _____ day of _____, 2012

By:_____
Michael M. Smith
Attorney for Cocopah Indian Tribe

Dated this _____ day of _____, 2012

By:_____
Wayne C. Benesch
Attorney for YCIPTA

Dated this _____ day of _____, 2012

By:_____
Attorney for Arizona Western College

Dated this 29 day of March, 2012

By:_____
Attorney for Cocopah Indian Tribe

Dated this 2nd day of May, 2012

By: Wayne C Bennett
Attorney for YCIPTA

Exhibit "A"

RESOLUTION NO. R2010-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUMA, ARIZONA, AUTHORIZING THE CITY'S PARTICIPATION IN AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY WITH A SUNSET CLAUSE

WHEREAS, an Intergovernmental Public Transportation Authority (IPTA) is a public body organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area; and,

WHEREAS, the City of Yuma acknowledges a need for public transportation; and,

WHEREAS, an IPTA is eligible to apply for and receive United States Department of Transportation grants for operation of a public transportation system until such time as the urbanized area exceeds 200,000 population; and

WHEREAS, until such time as a Regional Transportation Authority is formed and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants, it is the intent of the City of Yuma to petition the Yuma County Board of Supervisors for the formation of an IPTA and to participate therein; and,

WHEREAS, an initial IPTA Board of Directors shall be appointed by the governing bodies/participants of the public entities, with at least five (5), but not more than nine (9) members on the board; and,

WHEREAS one board member of the IPTA will be appointed by the County Board of Supervisors if any part of the authority is located in an unincorporated area of Yuma County with the balance of the members apportioned among the participating municipalities according to their respective populations; and,

WHEREAS, Yuma County has offered to provide support functions regarding financial services and human resource assistance upon request by the organizing board of the IPTA; and,

WHEREAS, it is reasonably anticipated that the other participating entities would offer similar support as resources may allow.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yuma as follows:

SECTION 1: That the City Administrator is hereby authorized to perform all necessary acts to petition the Yuma County Board of Supervisors to form an Intergovernmental Public Transportation Authority pursuant to Arizona Revised Statutes (A.R.S.) §28-9101 et seq.

SECTION 2: That the City of Yuma shall participate in the IPTA until such time as a Regional Transportation Authority is formed pursuant to A.R.S. § 48-5301 et seq. and the qualified electors of Yuma County approve or reject a transportation excise tax to fund a regional transportation system, or the IPTA is no longer eligible to receive transportation system operational grants.

SECTION 3: That the City Administrator shall give 90 days written notice of the City's intent to withdraw from the IPTA and thereafter withdraw from the IPTA when either: (1) the IPTA is no longer eligible, as determined by United States Department of Transportation criteria, to receive federal transportation system operational grants, or (2) a Regional Transportation Authority is formed and more than one year has passed since the formation of the Regional Transportation Authority and (a) no election on a transportation excise tax to fund a regional transportation system has been held, or (b) an election on a transportation excise tax has been held and the qualified electors of Yuma County have either approved or rejected the ballot measure.

SECTION 4: That the City Council of the City of Yuma may, from time to time, amend this Resolution as necessary.

Adopted this 20th day of October, 2010.

APPROVED:

Alan L. Krieger,
Mayor

ATTESTED:

Lynda L. Bushong
City Clerk

APPROVED AS TO FORM:

Richard W. Files (for)
Steven W. Moore
City Attorney

Exhibit "B"

City of San Luis

P.O. Box 1170
1090 E. Union Street
San Luis, AZ 85349-1170
Ph (928) 341-8520 • Fax (928) 341-8539

October 7, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main Street
Yuma, AZ 85364

RE: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. §28-9101, et seq.

Dear Chairman Prochaska,

The City Council for the City of San Luis, having voted in a public meeting on October 13, 2010, and pursuant to A.R.S. §28-9102, hereby requests the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundary of the City of San Luis, and any other city or town within Yuma County petitioning for said formation.

It is further requested that all actions described in A.R.S. §28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City Manager for the City of San Luis as to what additional steps and actions may be required of the City of San Luis toward completion of the requested action.

Sincerely,

Juan C Escamilla

Juan Carlos Escamilla
Mayor

JUAN CARLOS ESCAMILLA, Mayor
GERARDO SANCHEZ, Vice Mayor
MARIO BUCHANAN JR., Council Member
MARCO A. PINZON, Council Member
AFRICA LUNA-CARRASCO, Council Member
JOSE LEONARDO SUAREZ, Council Member
RAFAEL TORRES, Council Member
RALPH VELEZ, City Manager

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

RESOLUTION NO.903

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING JOINING IN THE FORMATION OF AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY IN YUMA COUNTY, ARIZONA; BECOMING A MEMBER OF SUCH AN AUTHORITY; AND AUTHORIZING PETITIONING THE BOARD OF SUPERVISORS OF YUMA COUNTY, ARIZONA FOR SUCH FORMATION

Whereas, Chapter 26 of Title 28 of the Arizona Revised Statutes provides for the Intergovernmental Public Transportation Authorities;

Whereas, the formation of such an authority is deemed to be in the best interests of the citizens and residents of the City of San Luis, State of Arizona;

Whereas, A.R.S. §28-9102 provides that to form such an authority, the governing body of one or more incorporated cities or towns may petition the county board of supervisors to establish such an authority; and

Whereas the City of Somerton has already petitioned the Yuma County Board of Supervisors to form an intergovernmental public transportation authority and it is desired that the City of San Luis join with Somerton and other municipalities in Yuma County to form such an authority;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the City Council of the City of San Luis, Arizona hereby authorizes and approves the formation of an Intergovernmental Public Transportation Authority in Yuma County, Arizona; authorizes and approves the City of San Luis becoming a member of such an authority; and authorizes approves petitioning the Board of Supervisors of Yuma County, Arizona, to form such an authority.

Section 2: That the Mayor is hereby authorized to petition the Board of Supervisors of Yuma County, Arizona of behalf of the City of San Luis, Arizona, to form an Intergovernmental Public Transportation Authority and to execute any document needed or necessary to accomplish and/or effectuate such formation.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 13th day of October, 2010.

Juan C Escamilla

Juan Carlos Escamilla, Mayor

ATTEST:

for Sonia Cuello, City Clerk

APPROVED AS TO FORM:

Glenn Gimbut, City Attorney

Exhibit "C"

CITY OF SOMERTON
MINUTES
REGULAR COUNCIL MEETING
OF THE CITY COUNCIL

7:00 P.M. Tuesday September 21, 2010

Council Members:	Staff:	
M. Porchas, Mayor	B. Lee, City Manager	(P)
A. Magaña, Vice-Mayor	L. Galaviz, Park & Rec. Dir	(P)
L. Ramirez	B.B. Cotman, Int. Chief of Police	(P)
G. Anaya	S. Palacios, Int. Public Works Dir	(P)
M. Villalpando	G.W. Hunt, City Attorney	(P)
L. Galindo	M. Figueroa, City Magistrate	(A)
J. Yepez	G. Halford, Admin. Svcs. Dir	(P)
	VACANT, Com. Dev. Dir	(A)
	P. De Anda, Fire Chief	(P)

Mayor Porchas called the meeting to order at 7:02 p.m.

Pledge of Allegiance was led by Vice-Mayor Magana and recited in unison.

The City Clerk took Roll Call. Council member Villalpando and Ramirez were absent.

PETITION OR COMMENTS BY THOSE CITIZENS PRESENT

Call to the Public:

NONE

CONSENT AGENDA

1. Arizona's State Treasure's Report LGIP for August 2010
2. Regular Council Meeting Minutes September 7, 2010.

Mayor Porchas requested a motion on the consent agenda. Council member Yepez moved to approve the Consent Agenda as presented. Council Member Galindo seconded. All voted in favor of the motion. Motion passed.

OLD BUSINESS
All items are for discussion and possible action

1. **ORDINANCE 2010-006** AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SOMERTON, ARIZONA, AMENDING THE CITY CODE, "CHAPTER10, OFFENSES" BY ADDING "SECTION 10-1-29, FIREWORKS"

    a) Second Reading by Title Only
    b) Approval of Ordinance

Paul De Anda – presented the second reading of Ordinance 2010-006 and also address the question by Vice-Mayor Magana concerning who has adopted this Ordinance, spoke to Steven Shon from Arizona Marshals Association and gave me a list of participants and they are Payson, Prescott, Tempe, El Mirage, Flagstaff, Kingman, Paradise Valley just to mention a few.

Council member Yepez- are they doing any amendments to that or just going as is? Paul- Carefree did mention New Year's they were going to make an exception.

Council member Yepez- not to satisfy totally banning the fireworks believes we should have special occasions or holidays when they are allowed. Can we later amend something to this.

Jerry Hunt- Yes you can amend the Ordinance. Mayor Porchas- I see it as we don't do it now why start!

Mayor Porchas entered a motion on second reading by title only. Council member Yepez moved to approve the second reading of Ordinance 2010-006. Council member Anaya seconded the motion. All voted in favor of the motion. Motion passed.

Mayor Porchas entered a motion to approve of the Ordinance. Council member Yepez moved to approve the Ordinance. Council members Galindo seconded the motion. All voted in favor of the motion. Motion passed.

2. Update on Sales Tax.

Gary Halford- presented the Council with an update on sales tax collected in the month of august thru today. August received $140,000 in September $85,000 so far.

3. Discussion and possible award of equipment for our Somerton Curbside Recycling Program.

Bill Lee – approval to purchase conveyor belt from local agency for $49,295.00 funded from sanitation budget.

Chris Coil- from Allied waste very interested in the recycling program and once operation is in full force would like to tour facility and maybe even partnering together.

Council member Yepez- next time would like all bidders presented and amount for the bid.

Mayor Porchas entered a motion to award the equipment to AR-2 Mechanical & Consulting, LLC. for the Somerton Curbside Recycling Program. Council member Anaya moved to approve the award. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Request on direction on trial 4 day work week for City employees.

Bill Lee- presented the council the customer and employee surveys that were completed. Bringing this back for direction to keep 4 day work week or back to 5 days.

Council member Yepez- asked if there was a way people could pay their bill somewhere else around town on Friday? Would like to see if we could set something up where people could pay around town.

Mayor Porchas entered a motion to approve 4 day work week.
Patty Salazar took Roll Call:
Jerry Anaya – yea
Jose Yepez- yea
Martin Porchas-yea
Luis Galindo-yea
Arturo Magana- Nay

4 yea and 1 nay. Motion passed.

NEW BUSINESS
All items are for discussion and possible action

1. Discussion and possible direction pertaining to commercial trash collection within the City of Somerton City Limits.

Bill Lee- new legislation in Arizona in which municipalities must open up there commercial trash collection does not affect our residential customers. Should the City stay in commercial trash I believe we should keep it for the next six months and bring it back to council in March 2011 and will see what our numbers look like. Vice-Mayor Magana liked the idea that the City Manager presented to keep it for 6 months.

Mayor Porchas entered a motion to keep commercial trash for the next 6 months. Vice-Mayor Magana moved to approve the six month trial. Council member Galindo seconded the motion. All voted in favor. Motion passed.

2. Discussion and possible direction on possible support for information of Intergovernmental Public Transportation Authority within Yuma County.

Bill Lee- presented document put together by the County Administrator on Public Transportation Authority within Yuma County and what they are looking for is that all the municipalities to sign on to request to form the board made up of the City Managers.

Mayor Porchas moved to approve to support the Intergovernmental Public Transportation Authority. Vice-Mayor Magana seconded the motion. All voted in favor of the motion. Motion Passed.

3. Discussion and possible direction to enter agreement with Humane Society of Yuma.

Bill Lee- city has always had a contract with Humane Society and we have reduced the contract they are no longer picking up dead animals and now falling on our public works department. We are looking into the Community Development to take over the animal control that we have.

Council member Yepez- is there a proper way to dispose of the animals. Pancho- put them in a bag and throw them in the trash. What is the actually cost now? Bill - $2500.00.

Mayor Porchas entered a motion to approve the Humane Society agreement. Vice-Mayor Magana moved to approve the agreement. Council member Galindo seconded the motion. All voted in favor of the motion. Motion passed.

4. Parks and Recreation Commission Appointment

Louie Galaviz- presented Frank Atondo's letter of interest to the Parks and Recreation Commission.

Mayor Porchas entered a motion to approve new Parks and Recreation Commissioner. Vice-Mayor Magana moved to approve Frank Atondo as a new commissioner. Council member Yepez seconded the motion. All voted in favor. Motion passed.

Summary of current events by Mayor, Council Members, and or City Manager, pursuant to A.R.S. §38-431.02(K) provided that the public body does not propose, discuss, deliberate or take legal action on any matter in the summary.

A motion to ADJOURN was made by Mayor Porchas. Motion approved 6-0.

ADJOURNMENT

Meeting was adjourned at 8:30 P. M.

MAYOR MARTIN PORCHAS

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of Tuesday September 21, 2010.

CITY CLERK

City of Somerton

110 N. State Avenue
P.O. Box 638
Somerton, Arizona 85350

(928) 627-8866
Fax: (928) 627-3794
TTD: (928) 627-8866

AGENDA ITEM REVIEW FORM

TO: *Mayor and City Council*

FROM: Bill Lee, City Manager

SUBJECT: **Discussion and Possible Direction on possible support for formation of Intergovernmental Public Transportation Authority within Yuma County.**

DATE: Aug. 10th 2010

Background: See attached letter from County Administrator.

Recommendation: Without LTAF funding from the State this may be one of the only options available to the Cities in Yuma County to keep public transportation available to the public at this time.

Fiscal Impact:

Intergovernmental Public Transportation Authorities

What are they?

Intergovernmental Public Transportation Authorities (IPTA) are public bodies organized in counties with populations of 200,000 or less to operate public transportation systems in a designated operating area.

How are they formed?

The governing bodies of those cities or towns that want to form an IPTA petition the county board of supervisors to establish one. Once the board of supervisors receives the petition, it will hold at least one (1) public hearing in one of the petitioning municipalities to determine public support and whether establishing the authority would be in the public interest. If the board of supervisors determines that establishing the authority would serve the public convenience, necessity, safety or welfare, the board of supervisors shall establish the authority by a resolution that includes a description of the boundaries of the authority.

Can any other organizations be included?

The enabling statutes limit representative membership to cities and towns. However, any university under the jurisdiction of the Arizona board of regents located within a petitioning municipality may become a member by intergovernmental agreement. Further, Indian tribes could be included for service by intergovernmental agreement, but not as members of the IPTA.

What is the operating area?

The area within the incorporated boundary of the municipalities petitioning for the formation will be the operating area for the IPTA. Additionally, if there are intervening unincorporated areas separating those municipalities, then the county must be included in the IPTA.

How would an IPTA be funded in Yuma County?

The dedicated funding currently supporting the YCAT and Dial-A-Ride programs through the Yuma Metropolitan Planning Organization (YMPO) would be used as the local match funding for the IPTA. The IPTA would continue to draw down the Federal Transit Administration (FTA) reimbursement funds that YMPO uses to make up the balance of the transit system costs.

How is the initial IPTA board of directors organized?

The initial board of directors is appointed by the governing bodies of the public entities. There must be at least five (5), but not more than nine (9) members on the board. One (1) member will be appointed by the county board of supervisors is any part of the IPTA boundary is in an unincorporated area. If a university is a member, then the president of the university appoints one (1) member. The balance of the members is apportioned among the participating public entities according to their population.

When would the IPTA take over managing the transit system?

Once the IPTA is formed, the executive director of the regional council of governments (COG) functions as the organizing director of the authority (*note – as Yuma County is an urban planning area, transit functions are managed by the Yuma Metropolitan Planning Organization. As such, the Executive Director of that organization may qualify to serve as the initial organizing director of the IPTA). As soon as possible, the organizing board appoints a general manager and the executive director of the COG is relieved. The organizing board will also employ other employees as may be necessary. Once the appropriate employees are in place, the IPTA should be in a position to assume all management functions for the transit system.

Where would the IPTA offices be located?

Initially, the IPTA would likely maintain offices within the Yuma Metropolitan Planning Organization building.

Would operational support be offered by other public entities?

Yuma County would continue to offer support functions (financial services, human resources assistance, etc.) as may be requested by the organizing board of the IPTA. Further, it is anticipated that the other participating entities would offer similar support as resources may allow.

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main St.
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

Dear Chairman Prochaska:

The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City and Town Administrators of the petitioning entities as to what additional steps and actions may be required of them toward completion of the requested action.

Sincerely,

James Deermer, Mayor
Town of Wellton

Martin Porchas, Mayor
City of Somerton

Al Krieger, Mayor
City of Yuma

Juan Carlos Escamilla, Mayor
City of San Luis

Exhibit "D"

September 14, 2010

Kathryn R. "Casey" Prochaska, Chairman
Yuma County Board of Supervisors
198 S. Main St.
Yuma, Arizona 85364

Re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

Dear Chairman Prochaska:

The undersigned cities and towns of Yuma County, having voted in a public meeting, and pursuant to A.R.S. § 28-9102, hereby request the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities and town requesting formation, and any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et seq. toward the formation of an intergovernmental public transportation authority be undertaken forthwith.

Please advise the City and Town Administrators of the petitioning entities as to what additional steps and actions may be required of them toward completion of the requested action.

Sincerely,

James Deerner, Mayor
Town of Wellton

Martin Porchas, Mayor
City of Somerton

Al Krieger, Mayor
City of Yuma

Juan Carlos Escamilla, Mayor
City of San Luis

OFFICE OF THE
WELLTON TOWN COUNCIL
28634 Oakland Avenue
Wellton, Arizona 85356

TOWN OF WELLTON
COUNCIL MINUTES
SEPTEMBER 21, 2010

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, September 21, 2010, lead the pledge of allegiance and gave the invocation. Roll call was taken.

Council Members Present: Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

Staff Present: Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Judge Cora M. Romine, Fire Chief Mark Rivera and Public Works Director Joe Grant.

Guests: Juell and Vera Barker, Gilbert Lopez Jr. and Terry Signor.

- **Call To The Public** - No Comments

- **Department Head Reports**
  - **A. Police Department**
  - **B. Magistrate & Court Department**
  - **C. Fire Department**
  - **D. Public Works Department**

The Police Department, Town Magistrate, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

DISCUSSION AND ACTION ITEMS

Discussion and possible action to sponsor a petition to submit to the Yuma County Board of Supervisors to form an independent Transportation Authority.

A motion was made by Councilman Milam, seconded by Vice Mayor Moser, to submit a petition to the Yuma County Board of Supervisors to form an independent Transportation Authority. Voice vote 5-0, motion carried.

2. **Discussion and action to enter into contract #103-11 with the State of Arizona, Department of Housing, for a grant in the amount of $566,376 to construct water system improvements.**

A motion was made by Councilman Bejarano, seconded by Councilman McCollough, to enter into CDBG contract #103-11 with the State of Arizona, Department of Housing, for a grant in the Amount of $566,376 to construct water system improvements. Voice vote 5-0, motion carried.

3. Discussion and possible action on the payment arrangements for the water meter at the new Border Patrol Station site:

Town Manager Rinehart gave the Council a handout showing the different size meters and the prices. The Corps of Engineers omitted the meter and the backflow preventer from their plans. Now that the water line is in, it is time for them to purchase a meter from the Town. They have had their legal department weighing the options of who is responsible for the meter.

It is now a moot point since the manager of Okland Construction, the contract, came into the office this afternoon and said they would pay for the meter in full.

4. Other Reports

Councilman Bejarano commented on the nuisances around Town and stated that we need to follow up on these cases. Town Manager Rinehart said he and Police Chief Titus would put their heads together and get a handle on this situation.

Mayor Deermer said he had a complaint about a man who was attacked by a pack of dogs. Chief Titus said he would have an office follow up on this incident.

5. Manager's Report

Town Manager Rinehart reported on the following items:

- The Planning Assistance for Rural Areas (PARA) study is planning to host an Open House for the community's input on October 27th;
- Bids for the Water Control Services Building are due on Monday, September 27th at 5:00 p.m.
- We are in the process of reevaluating our Commercial Sanitation rates in light of the House Bill passed which allows competition for Commercial Sanitation Services in all municipalities.

6. Executive Session

A. For legal, real estate or personnel Matters pursuant to A.R.S. Section 38-431.03, Section A (1), (3) And (7).

There was no need for an Executive Session.

7. Adjournment

A motion was made by Vice Mayor Moser, seconded by Councilman Bejarano, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 7:36 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 21st day of September 2010. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5th day of October 2010

Rodney L. Rinehart
Town Manager/Clerk

OFFICE OF THE
WELLTON TOWN COUNCIL
28634 Oakland Avenue
Wellton, Arizona 85356

TOWN OF WELLTON
COUNCIL MINUTES
JANUARY 18, 2011

Mayor James L. Deermer called the regular session to order at 7:00 p.m. on Tuesday, January 18, 2011, lead the pledge of allegiance and gave the invocation. Roll call was taken.

Council Members Present: Mayor James L. Deermer, Vice Mayor Emma Q. Moser and Councilmen J. Keith Milam, Cecilia C. McCollough and Alejandro M. Bejarano establishing there was a quorum present.

Staff Present: Town Manager Rodney L. Rinehart, Deputy Town Clerk Becky J. Hopkins, Police Chief Keith W. Titus, Fire Chief Mark Rivera and Public Works Director Joe Grant.

Guests: Juell & Vera Barker, Mr. & Mrs. Jerome Wells and Judge Russ Jones.

- **Call To The Public** - No Comments

- **Department Head Reports**
  - A. Police Department
  - B. Magistrate & Court Department
  - C. Fire Department
  - D. Public Works Department

The Police Department, Fire Department and Public Works Department heads gave the Council a summary of their Department's current activity.

DISCUSSION AND ACTION ITEMS

1. **Approval of Cash Disbursements List**
   - **A. For the month of December 2010**

A motion was made by Vice Mayor Moser, seconded by Councilman McCollough, to approve the Cash Disbursements List for the month of December 2010. Voice vote 5-0, motion carried.

2. **Approval of Minutes**
   - **A. For the Regular Meeting of November 16, 2010**
   - **B. For the Regular Meeting of December 7, 2010**
   - **C. For the Regular Meeting of December 21, 2010**

A motion was made by Councilman Milam, seconded by Councilman Moser, to approve the minutes of the regular meeting of November 16, 2010, the regular meeting of December 7, 2010 and the regular meeting of December 21, 2010. Voice vote 5-0, motion carried.

3. Presentation by Police Chief Titus on the current Nuisance Ordinance.

Police Chief Titus gave the Council a PowerPoint presentation and a hand out to review.

After the presentation he summed up with these recommendations:

- Conducted a complete review of current cases the Police Department has identified of which there are twenty-four (24);
- complete a communication risk review;
- revise the entire nuisance process as it is not in compliance
- update the Nuisance Ordinance;
- we will need to revise and update the forms
- Chief Titus suggests putting a form on the website for people to report nuisances.
- He and his Department can create a data base so these properties can be tracked.

Chief Titus commented on whether this process was or could be considered a civil violation vs. a criminal violation. He recommended our initial focus be on a voluntary compliance vs. coercive compliance; the more voluntary it is, the less expensive it will be, less controversial, otherwise we go back to writing tickets. The nuisance abatement process for just one home can take time, staffing and funding; funding that will have to be budgeted.

During his Departments research of this issue, it was found that A.R.S. 13-2917 made the non-compliance of a nuisance a class 2 misdemeanor. According to this statute our Town Attorney would have to bring action in superior court to abate, enjoin and prevent the nuisance vs. bringing action to our municipal court.

If a residents property gets to the point that Town Attorney Engler has to bring action for abatement to the Superior Court to issue an abatement notice and the notice is issued, the town staff will do the clean up and document our time and we can then place a lien on the property. He pointed out that this can possibly be a very expensive process.

In addition to the above, when Chief Titus discussed this issue with our prosecuting attorney, Mr. Gregory Torok, he felt our nuisance ordinance is out of date and is not prosecutable and he would be reluctant to prosecute.

Town Manager Rinehart suggested that we do a little further research and compare Yuma County and the City of Yuma's nuisance procedures with ours to see what alternatives are available The Council wants to have a work session with them, the Town Manager and the Police Chief to discuss our options when we have these comparisons and go from there.

4. Recess as Common Council of the Town of Wellton and convene a public hearing as the Board of Adjustment of the Town of Wellton to consider the following item:

Common Council recessed at 7:30 p.m. and convened as the Board of Adjustment.

A. **<u>VARIANCE CASE #11-401</u>: Mr. and Mrs. Jerome Wells request a Variance of three (3) foot from a six (6) foot required interior yard setback to construct an unattached carport between his home and the property line located at 30211 Mountain View Avenue.**

The Council was given a packet of information which included property diagrams, pictures and a letter from both their neighbors stating they have no problems with the position of the carport. After reviewing all the information, the Board of Adjustment agreed, by consensus, to recommend approval of the Variance request to the Council.

B. Adjourn as Board of Adjustment for the Town of Wellton and reconvene as the Common Council of the Town of Wellton.

Board of Adjustment meeting adjourned and the Common Council reconvened at 7:35 p.m.

5. Discussion and action to consider recommendations of the Board of Adjustment for the Town of Wellton in the matter of Variance Case #11-401.

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser, to accept the recommendation of the Board of Adjustment and approve Variance Case #11-401. Voice vote 5-0, motion carried.

Discussion and action to appoint Town Manager Rodney L. Rinehart to the Intergovernmental Public Transportation Authority (IPTA).

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to appoint Town Manager Rodney L. Rinehart to the Intergovemmental Public Transportation Authority (IPTA). Voice vote 5-0, motion carried.

7. Discussion and action to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas ("SFHA") within the Town of Wellton.

A motion was made by Councilperson Bejarano, seconded by Vice Mayor Moser to enter into an Intergovernmental Agreement between the Yuma County Flood Control District and the Town of Wellton to adopt the latest edition of the "Regulations" to be used to delineate, govern, and manage Special Flood Hazard Areas (SFHA) within the Town of Wellton. Voice vote 5-0, motion carried.

8. First reading of Ordinance #106, an ordinance of the Town of Wellton, Arizona, amending the Wellton Town Code, amending Section 8-6, renaming this section Manufactured Homes, Mobile Homes, Recreation Vehicles and Travel Trailers from Manufactured Home Placement Permits and providing regulations for each type of structure.

Town Manager Rinehart addressed the Council informing them that he feels some people have gotten the idea that we are restricting these types of residences in the Town but it is just the opposite, we are just hoping to give the Town staff guidelines on standards when these units are being used as principle living quarters on Town lots.

Mayor Deermer acknowledges Juell Barker who wishes to speak to this subject. Mr. Barker made the following comments: He wants to discuss public input on Council meetings. He is

concerned that citizens don't have enough timely or convenient access agendas so they can speak to the items on the agenda and so he feels that the staff should notify the public in the newsletter each month as to what will be discussed at the Council meetings each month and to inform the public when they can pick up an agenda. Also he feels the staff should pass out any documentation or information the Council receives at a Council meeting because it is germane to the agenda item and so the public will have the same advantage as the Council in the decision making process.

Mr. Barker then began to comment on the draft ordinance the staff had presented to provide guidelines for manufactured homes, mobile homes, recreational vehicles and travel trailers. He first wanted to comment on item #4 under travel trailers. He didn't feel we should restrict travel trailers from being used as storage sheds or in his words "you cannot store things in a travel trailer that is in storage". He feels this is going to have an unintended consequence because you have a lot of people that store items in their travel trailers in a designated storage area at the RV parks they live in. Now we are trying to say that is illegal. He doesn't think that is what we intended to do. He feels we want to clean up Wellton and he suggests we call this program the Wellton Appearance Improvement Program. He feels this is what we want to address. He feels we should cut this item from the Ordinance and draft another Ordinance and call it the Wellton Appearance Improvement Program.

Mr. Barker then addressed the issue of allowing Arizona Rooms on a travel trailer and went on to discuss low income housing and the types of homes a person or family could afford if they are only living on Social Security. These low income residents benefit greatly if they have the extra space an Arizona Room would afford them. He felt the solution was to enforce the CC&R's and if need be, to make amendments to the CC&R's.

Council Person Bejarano addressed the Council and public and informed them he had done a little research on the CC&R's at Butterfield Bluff Estates 3 which does allow travel trailers on the last street of the subdivision, but the CC&R's in Butterfield Bluff Estates 2 does not allow travel trailers at all. Council Person Bejarano does not think we should impose an ordinance on the Town that would restrict the use of the RV's, travel trailers and 5-wheels throughout the whole town especially if it affects a low income housing RV park.

Councilman Bejarano feels we should look into the CC&R's of each subdivision before we proceed to restrict the use of these trailers Town wide. He felt going into RV Parks and establishing new standards for them was discriminatory.

Mayor Deermer commented that the intent was not to include RV Parks in this Ordinance; it was for individual lots in subdivisions in Town some of which do not have CC&R's. If someone pulled in a travel trailer or 5-wheel into a subdivision that was a disgrace, this Ordinance would give the staff guidelines on standards when these units are being used as principle living quarters on Town lots and the staff would have some type of recourse to have it moved. We need to establish standards for primary principal residences.

Council Person Bejarano felt the way the Ordinance was set up, it was going to impose restrictions on the entire community not just on noticeable eye sores. Mayor Deermer commented this was the first step in the process for discussion and to invite comments to establish guidelines that will improve our community rather than impede our progress we have already made for the good of the whole.

Council Person Bejarano commented that he felt we needed more public input, more workshops with the Council and Town Manager and public meetings with major stakeholders such as developer's of the subdivisions involved.

Town Manager Rinehart told the Council he needed direction. He commented that right now this is all conversation and public input.

Town Manager Rinehart did comment on the "attachments" such as Arizona Rooms attached to travel trailers. He pointed out that in the instance of travel trailers this would not be an acceptable application for an Arizona Room. Arizona Rooms have to be anchored to the ground so the wind can't blow it away. This is specified in the Uniform Building Codes.

We are going to have to look at the Uniform Building Codes and rely on them as part of our guide. The Town has adopted the 1997 Uniform Building Code as our guidelines for construction. In the instance of the construction of an Arizona Room, you can't but any weight on the travel trailer to hold up the Arizona Room roof because the travel trailer is not structurally sound enough to hold up the external roof of the Arizona Room. These are additional issues we are going to have to address.

Our intent is good but we don't want to cause any undue hardships that can have a rippling effect. There are just no hard and fast rules out there that would help to govern our unique community. The Council suggested that age should be one of the deciding factors, and Town Manager Rinehart mentioned that RV's are going to be hard to govern because they move in and out all the time. We don't track them, there is not permitting process; unless they turn on water, we don't know they are there. Also everything that is already in place will be grandfathered in. Whatever regulations we come up with is going to apply to future issues.

We still need to research these issues; as Mr. Rinehart said, there is no straight forward answer to these issues. This ordinance needs more work, refine things, talk to engineers for structural issues, reach out to other towns for assistance, we rely on City of Yuma and Yuma County as a guide, talk to other development departments, gather more information. We need to look at our demographics and our verbiage to be fair. We want people to survive in Wellton.

Council Person McCollough commented we also need to have foresight; we need to keep our eye on the community and to establish a basis for a standard which will attract new growth.

No action taken of this item. Council would like to have a work session to explore options more fully.

9. Other Reports

Council Person McCollough asked when the museum was open and if there was a local Wellton historian. She also commented on the after school parking and would like someone to look at cars cued up in the parking lot, waiting for their children, blocking cars from parking in the parking lots or these parked cars blocking cars from backing out of parking spaces. Police Chief Titus said one of his officers will look into this situation.

10. Manager's Report

Town Manager Rinehart updated the Council on the work the rail road will be doing in and around Avenue 25E and William Street and the possibility of reopening the rail road spur that splits at Wellton going to Phoenix.

Deputy Clerk Hopkins gave the Council a report on the upcoming election. She reported there will be 891 publicity pamphlets set to be mail within the week. The election will be on March 8th and since we only have our two incumbents running the Council Election is pretty much a slam dunk but we still need to encourage people to vote, either early or at the poll, on Proposition #401, our expenditure limitation option. Yuma County handling our early ballot process; they will mail out the "request for early ballots", then send the early ballots out, receive them and verify the signatures. The County Recorder will then deliver the verified early ballots to us on the Friday before Election Day for counting by our poll works after the poll closes.

11. Executive Session - No need for an Executive Session

12. Adjournment

A motion was made by Council Person Bejarano, seconded by Vice Mayor Moser, to adjourn. Voice vote 5-0. Motion carried. Meeting adjourned at 8:20 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of Wellton, Arizona held on the 18th day of January 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Approved this 5th day of April 2011

Rodney L. Rinehart
Town Manager/Clerk

Exhibit "E"

NORTHERN ARIZONA UNIVERSITY | YUMA *Branch Campus*

NAU-Yuma
PO Box 6238
Yuma, AZ 85366-6238

928-317-6400
928-317-6419 fax
nau.edu/yuma

October 4, 2010

Kathryn R. "Casey" Prochaska, Chair
Yuma County Board of Supervisors
198 S. Main Street
Yuma, AZ 85364

cc Robert Pickels

In re: Petition for Formation of an Intergovernmental Public Transportation Authority, Pursuant to A.R.S. § 28-9101, et seq.

Dear Chair Proshaska,

The Yuma Branch Campus of Northern Arizona University, with the permission of President John Haeger, joins with others in Yuma County in requesting that the Yuma County Board of Supervisors establish an intergovernmental public transportation authority consisting of the area within the incorporated boundaries of the cities, towns and the university requesting such, as well as any unincorporated area within Yuma County as may be deemed appropriate and necessary by the Yuma County Board of Supervisors.

It is further requested that all actions described in A.R.S. § 28-901, et eq. toward the formation of an intergovernmental public transportation authority be undertake forthwith.

Please advise me, as the Campus Executive Officer of the Yuma Branch Campus of Northern Arizona University, as to what additional steps and actions may be required toward the completion of the requested action.

Sincerely,

Larry A. Gould, PhD
Associate Vice President and Campus Executive Officer
Yuma Branch Campus of Northern Arizona University

Cc: Robert Pickels, County Administrator

Exhibit "F"

2011-00660 RESOLUTION
01/10/2011 10:37:33 AM Pages: 3 Fees: $0.00
Requested By:CITY OF YUMA
Recorded By: dshepard
Robyn Stallworth Pouquette County Recorder, Yuma County AZ

Please return original document
to the **Board of Supervisors Office,**
ATTENTION: Deserae Doten, 373-1105
(Name & phone number)

TYPE OF DOCUMENT:

Resolution No. 10-52
A Resolution of the Yuma County Board of Supervisors Establishing an Intergovernmental Public Transportation Authority within Yuma County, Pursuant to A.R.S. § 28-9102

DOCUMENT APPROVAL:

Approved by Yuma County Board of Supervisors:
December 13, 2010, Item No. D1.

YUMA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 10-52

A RESOLUTION OF THE YUMA COUNTY BOARD OF SUPERVISORS ESTABLISHING AN INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY WITHIN YUMA COUNTY, PURSUANT TO A.R.S. § 28-9102.

WHEREAS: Yuma County has a population of 200,000 or less persons, as identified by the last preceding certified decennial census in 2000; and

WHEREAS: The governing bodies of the Cities of Yuma, Somerton, San Luis and the Town of Wellton have petitioned the Yuma County Board of Supervisors to establish an intergovernmental public transportation authority (authority) consisting of the areas within the incorporated boundaries of their respective municipalities; and

WHEREAS: The organizing municipalities are not contiguous and have unincorporated areas between them; and

WHEREAS: The Yuma County Board of Supervisors held a public hearing on November 17, 2010 in the City of Yuma to determine public support for the formation of an authority and whether establishing the authority would be in the public interest; and

WHEREAS: The Yuma County Board of Supervisors has determined that establishing an authority would serve the public convenience, necessity, safety or welfare;

NOW, THEREFORE, It is hereby resolved that an intergovernmental public transportation authority is established within Yuma County, Arizona.

It is further resolved that the boundaries of the authority will include all of the area within the boundaries of the Cities of Yuma, Somerton, San Luis and the Town of Wellton, as well as all unincorporated areas within Yuma County; that the initial member entities shall be the Cities of Yuma, Somerton, San Luis, the Town of Wellton and Yuma County; and, that each member entity, both now and hereafter, of the intergovernmental public transportation authority shall be entitled to equal representation and voting rights on the organization's governing board.

Adopted this 13th day of December, 2010

Kathryn "Casey" Prochaska

KATHRYN "CASEY" PROCHASKA, Chairman

ATTEST:

ROBERT L. PICKELS, JR
County Administrator/Clerk of Board

APPROVED AS TO FORM AND DETERMINED TO BE WITHIN THE SCOPE OF PERFORMANCE OF DUTY OF THE YUMA COUNTY BOARD OF SUPERVISORS:

JON R. SMITH, County Attorney

P:\Resolutions\2010\Res 10-52_Draft #3 RPks.doc

Exhibit "G"

Office of the President
P.O. Box 929
Yuma, Arizona 85366-0929
Voice (928) 344-7500
Fax (928) 344-7709
www.azwestern.edu

August 8, 2011

John Andoh, CCTM, Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street
Yuma, AZ 85364

Re: Request to Join the Yuma County Intergovernmental Public Transportation Authority

John,

Arizona Western College requests that Arizona Western College wishes to join the Yuma County Intergovernmental Public Transportation Authority as defined in ARS 28-9101 as already formed per Yuma County Board of Supervisors Resolution 10-52 on December 13, 2010.

Please advise me what additional steps and actions may be required toward the completion of this requested action.

Sincerely,

Glenn E. Mayle

Dr. Glenn Mayle, President

Exhibit "H"

THE COCOPAH INDIAN TRIBE

Office of the Tribal Chairwoman
14515 S. Veterans Drive
Somerton, AZ 85350
Tel: (928) 627-2102
Fax: (928) 627-3173
Email: cocotcsec@cocopah.com

October 18, 2011

John Andoh, Transit Director
2715 E. 14th Street
Yuma, AZ 85364

RE: Request to join the Yuma County Intergovernmental Public Transportation Authority.

Mr. Andoh,

The Cocopah Tribal Council at a duly called session conducted on October 14, 2011 agreed to join the Yuma County Intergovernmental Public Transportation Authority.

Mr. Paul Soto will contact you and provide the co-operation needed to complete this action.

Thank you,

Sherry Cordova, Chairwoman
Cocopah Tribal Council

Exhibit "I"

Formula for Funding

Among the non-college/university members, match contributions are determined by the deficit of total cost over federal funds received, divided by percent of total county population.

College/university members contribute on a fee per student basis, calculated each semester – current per student fee per semester is $5.00.00.

See attached Schedule for FY 2011-2012.

Match Contributions - FY 2011-2012						
Agency	Membership	Votes	Population	%	Funding	%
Yuma County	Public	1	59,196	29.89%	$ 158,011	29.89%
City of Yuma	Public	1	93,064	46.99%	$ 248,415	46.99%
City of Somerton	Public	1	14,287	7.21%	$ 38,136	7.21%
Town of Wellton	Public	1	2,882	1.46%	$ 7,693	1.46%
City of San Luis	Public	1	25,505	12.88%	$ 68,080	12.88%
Northern Arizona University*	College	1	-	0.00%	$ -	0.00%
Arizona Western College*	College	1	-	0.00%	$ -	0.00%
[redacted]						
Cocopah Tribe*	Tribal	1	817	0.41%	$ 2,181	0.41%
TOTAL		9	198,051	100.00%	$ 528,655	100.00%

*Buys access for students to ride YCAT for free.
*Buys access for students to ride YCAT for free.

*Cocopah pays an additional $39,015 to provide Grey Route free fares and $242,007 for Purple Route (separate route outside system).

Local Match Deficit Per YMPO $ 528,655

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. L.**

Meeting Date: 08/10/2016

Summary

MINUTES OF

-Special Council meeting held June 15, 2016
-Special Council meeting held June 29, 2016
-Regular Council meeting held July 13, 2016
-Special Council meeting held July 20, 2016

Attachments

SCM 6/15/2016
SCM 6/29/2016
SCM 7/13/2016
SCM 7/20/2016

MINUTES
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
June 15, 2016
6:30 p.m.

1. CALL TO ODER: Mayor Gerardo Sanchez called the Special Meeting to order at approximately 6:38 p.m.

ROLL CALL

PRESENT: Mayor Gerardo Sanchez
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos
Council Member Gloria Torres
Council Member Ruben Walshe

ABSENT: Vice Mayor Matias Rosales

OTHERS PRESENT: Tadeo De La Hoya, Interim City Manager
Aracely De La Hoya, Senior Center Director
Craig Higgins, Chief of Police
Crystal Fragozo, Parks and Recreation Admin. Assistant
Derek Dueñas, I.T. Manager
Eulogio Vera, Public Works Director
Janet Taylor, Administrative Assistant
Jennifer Cisneros, Acting Parks and Recreation Director
Jonathan Dumadag, I.T. Technician
Jorge Perez, Meter Reader Technician
Joselyn Medina, PIO/Assistant to Council
Kay Macuil, City Attorney
Ketie St. Louis, Finance Director
Manuel Rojas, Assistant Public Works Director
Omar Velazquez, Parks Supervisor
Ric Bauermann, Fire Department
Victor Figueroa, Police Department
Yolanda Dueñas, Fleet/Facilities Manager
Cesar Neyoy, Reporter
Eduardo Garcia, Factor Sales

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Maria Cecilia Ramos. Council Member Maria Cecilia Ramos also led the Invocation.

3. DISCUSSION AND POSSIBLE ACTION ITEMS:

3. A. Discussion and possible action on any and all matters regarding acceptance of the tentative budget for fiscal year 2016-2017. (Ketie St. Louis, Finance Director)

Ms. Ketie St. Louis, Finance Director, presented the tentative budget for fiscal year 2016-2017. Ms. St. Louis stated that the deficit for the City of San Luis at $5.1 million of which $3.8 million is still pending for the Waste Water budget. Ms. St. Louis reminded Mayor, Council Members and staff that when the tentative budget is approved the amount can be cut but cannot be increased within the next two (2) weeks.

Mayor Gerardo Sanchez asked Mr. Tadeo De La Hoya, Interim City Manager, if the final cuts made by Council were sent back to the corresponding departments to be corrected.

Mr. Tadeo De La Hoya, Interim City Manager, replied that they were.

Mayor Gerardo Sanchez asked what the total budgeted amount of deficit was.

Ms. St. Louis replied that budget was reduced by $5,123,035.00 in total.

Mayor Gerardo Sanchez stated that his biggest concern was the local newspapers publishing the $5.1 million deficit when funds from the previous fiscal year would be used.

MOTION: Council Member Mario Buchanan Jr./ Council Member Maria Cecilia Ramos to approve the tentative budget for fiscal year 2016-2017. Motion passed unanimously.

3. B. Discussion and possible action on any and all matters regarding approval of contract between City of San Luis and the professional musical band, Voz De Mando. (Jennifer Cisneros, Acting Parks and Recreation Director)

Ms. Jennifer Cisneros, Acting Parks and Recreation Director, stated that the Parks and Recreation department is working on the Fourth of July event and want to have a known band perform this year. Ms. Cisneros explained they would like a contract to be sent to

Voz De Mando, a well-known band who are ready to perform and close the 2016 Fourth of July Festivities.

Mayor Gerardo Sanchez asked if the Legal department have been in contract with the band.

Ms. Kay Macuil, City Attorney, stated that she has had several conversations with the band adding that the band seems to be a legitimate band. Ms. Macuil added that the band is an upcoming Norteño band.

Mayor Gerardo Sanchez asked if the City of San Luis can handle something this big.

Ms. Cisneros replied that she had already meet with Chief of Police Higgins and Fire Chief Green and will continue to meet with them and different departments to maneuver the event, as safety is the biggest concern. Ms. Cisneros also added that extra security would be hired if requested by Mayor and Council.

Council Member Africa Luna-Carrasco asked how many security personnel would be participating.

Mr. Higgins replied that as there are several different events going on that evening the San Luis Police Department will be doing the best they can to get more agencies to participate. He stated that volunteers and Explorers would be helping and added that a request was sent out to DPS earlier that day.

Mr. Ric Bauermann, Fire fighter, stated that there will be issues that cannot be worked around. Mr. Bauermann explained that the fireworks permit issued would have to be reissued as there may be a location change and there has to be vehicle access for emergencies.

Council Member Africa Luna-Carrasco commented that it is a great idea to offer this type of entertainment to the community and commented that to avoid any potential problems she recommends the Parks department plan the events with more time.

MOTION: Council Member Mario Buchanan Jr./ Council Member Africa Luna-Carrasco approve the contract between City of San Luis and professional musical band, Voz De Mando. Motion passed unanimously.

3. C. Discussion and possible action on any and all matters regarding approval of two (2) contracts between the City of San Luis and TRONIX SOUND, who will be providing sound, stage set up and lighting for the Fourth of July 2016 closing

performing act. (Jennifer Cisneros, Acting Parks and Recreation Director)

Ms. Jennifer Cisneros, Acting Parks and Recreation Director, stated that they did not receive the three (3) quotes and wanted permission to work with the group. Ms. Cisneros added that the group is a local group from Somerton and already do the sound and lighting for Voz De Mando on their tour.

Council Member Ruben Walshe asked if TRONIX SOUND would be used for every event after the Fourth of July.

Ms. Cisneros replied that they would see how they work out and then decide from there.

Council Member Ruben Walshe asked Ms. Cisneros to be sure they have enough lighting and equipment for the event.

Ms. Kay Macuil, City Attorney, commented that there are still issues with liability. Ms. Macuil asks for contingent if the item passes to work on liability issues. She explained that TRONIX SOUND would be setting up the stage the day before the event and their contracts states if the City damages their equipment the City of San Luis would have replace it.

Ms. Cisneros explained that a Parks employee would be staying the night at the field and the field would be locked up as the stage would be set up on July 3, 2016 and the rest would be set up on the morning of the event.

MOTION: Council Member Gloria Torres/ Council Member Africa Luna-Carrasco to approve the contracts between the City of San Luis and TRONIX SOUND for lighting, staging, and sound services for the closing musical band for the 2016 Fourth of July festivities contingent on working out liability issues. Motion passed unanimously.

4. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./ Council Member Mario Buchanan Jr. to adjourn the Special Meeting at approximately 7:45 p.m. Motion passed unanimously.

MINUTES
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
June 29, 2016
6:30 P.M.

1. CALL TO ORDER Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 6: 36 p.m.

ROLL CALL

PRESENT:
Mayor Gerardo Sanchez
Vice-Mayor Matias Rosales
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos
Council Member Gloria Torres
Council Member Ruben Walshe

OTHERS PRESENT:
Tadeo De La Hoya, Interim City Manager
Sonia Cornelio, City Clerk
Aracely De La Hoya, Senior Services Director
Carlos Cortes, Assistant Finance Director
Derek Dueñas, I.T. Manager
Eulogio Vera, Public Works Director
Hank Green, Fire Chief
Jennifer Cisneros, Asst. Parks and Recreation Director
Jenny Torres, Community Development Director
John Starkey, Zoning Administrator
Jonathan Dumadag, I.T. Technician
Joselyn Medina, PIO/Assistant to Council
Kay Macuil, City Attorney
Ketie St. Louis, Finance Director
Lizandro Galaviz, Parks and Recreation Director
Maria Sabori, Human Resources Senior Analyst
Ric Bauermann, Fire Department
Victor Figueroa, Police Department
Yolanda Dueñas, Fleet/Facilities Manager

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Mario Buchanan Jr.

3. INVOCATION

The Invocation was led by Council Member Maria Cecilia Ramos.

4. CONSENT AGENDA

4. A. MINUTES OF
-Work Session held May 3, 2016
-Work Session held May 4, 2016

4. B. DISBURSEMENTS FROM MAY 30, 2016 TO JUNE 17, 2016
Total Disbursements $1,090,934.21
(One Million, Ninety Thousand, Nine-Hundred Thirty-Four Dollars and Twenty-One Cents)

MOTION: Council Member Gloria Torres/ Council Member Africa Luna-Carrasco to approve the Consent Agenda. Motion passed unanimously.

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

5. A. Discussion and possible action on any and all matters regarding the approval of the renewal agreement between the City of San Luis and Border Fitness Gym, L.L.C., for the gym benefit initiative for City Employees. (Maria Sabori, HR Senior Analyst and Omar Heredia, Training and Programs Coordinator)

Ms. Kay Macuil, City Attorney, stated that the item was just a renewal of the employee benefit.

Mayor Gerardo Sanchez asked if there had been a change in the membership fee.

Ms. Macuil explained that the contract stated that City Employees only pay $25.00.

Mr. Luis Chang, Owner of Border Fitness Gym, explained future plans for Border Fitness Gym.

Council Member Maria Cecilia Ramos commented that she was glad to see participation from employees.

MOTION: Council Member Gloria Torres/Council Member Mario Buchanan Jr. to approve and adopt the agreement with Border Fitness Gym, L.L.C. as presented.

5. B. Discussion and possible action on any and all matters regarding approval of the Lighting and Retention Basin Assessment Districts Budget for the 2016-2017 Fiscal Year. (Carlos Cortes, Assistant Finance Director)

Mr. Carlos Cortes, Assistant Finance Director, stated that the assessments are formed to provide street lighting and retention basin maintenance services in the developments. Mr. Cortes added that the County of Yuma requires City Council's approval for the budget to levy the assessments.

Mayor Gerardo Sanchez asked if there were any changes compared to the previous year.

Mr. Cortes explained that the changes are based on estimates that are processed during the budget.

MOTION: Council Member Ruben Walshe/ Council Member Africa Luna-Carrasco approve the street lighting and retention basin assessment districts budget for the 2016-2017 Fiscal Year as presented. Motion passed unanimously.

5. C. Discussion and possible action on any and all matters regarding approval of additional scope of work on the three-hundred thousand (300,000) gallon tank at Well Site #3 and the five-hundred thousand (500,00) gallon tank at Well Site #4 Maintenance/Rehabilitation Project Regarding the contract to Revolution Industrial and waiver of the purchasing code. (Manuel Rojas, Assistant Public Works Director)

Mr. Eulogio Vera, Public Works Director, stated that the item was previously presented to City Council and was approved adding that when Revolution Industrial had sun blasted the well sites they recommended some structural repairs. Mr. Vera added that the added scope of work would not be included in the original bid.

Mayor Gerardo Sanchez asked when the last time something in the same area was done to the tanks.

Mr. Vera responded that the tanks had never been rehabilitated. Mr. Vera added that the tanks had been in use for around twenty (20) years.

Council Member Maria Cecilia Ramos asked in regards to the newer tanks, when would be the appropriate time to schedule time for inspections.

Mr. Vera replied that it would be ideal every five (5) years.

MOTION: Council Member Gloria Torres/Council Member Maria Cecilia Ramos ratify and approve such change orders as necessary for additional work for Well Site #3 and Well Site #4 with Revolution Industrial for an amount not to exceed $165,000.00 in additional to the original contract amount of $120,212.85. I further move to waiver formal bidding requirements of the City Purchasing Code for these change orders. Motion passed unanimously.

5. D. Discussion and possible action on any and all matters regarding ratifying a contract supplement for a Judge Pro Tempore/Administrative Manager for the San Luis Municipal Court. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, stated that there is an add-on needed for the compensation of commute time needed to perform official duties in the Judge Pro Tempore/Administrative Manager contract.

Vice-Mayor Matias Rosales asked if it would be a reimbursement.

Ms. Macuil, explained that the contract states the City will provide City gas and vehicle for the commute.

MOTION: Council Member Mario Buchanan Jr./Council Member Gloria Torres approve and ratify the contract supplement with Cora Romine for Judge Pro Tempore/Administrative Manager as presented. Motion passed unanimously.

5. E. Discussion and possible action on any and all matters regarding waiver of the San Luis City Purchasing Code and approval to engage the services of Arizona Veterans Security LLC, to provide security for the 4th of July Celebration. (Jennifer Cisneros, Assistant Parks and Recreation Director)

Ms. Jennifer Cisneros, Assistant Parks and Recreation Director, stated that in planning the event concerns were raised about the crowd control and the safety of citizens. Ms. Cisneros added that with the help of the San Luis Fire Department and San Luis Police Department, Arizona Veterans Security would be the best fit.

Mayor Gerardo Sanchez asked what other resources would be used.

Ms. Cisneros replied that there will be additional fencing for the event, City staff will be checking IDs, no outside material allowed, and will have a command central located at the Cultural Center.

Mr. Victor Figueroa, Police Department, added that there will be twenty-two (22) officers working the event, depending on the size of the crowd limited resources will be sent

from different Cities. Mr. Figueroa added that some streets will be shut down and no car will be permitted to park inside the park.

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to waive the formal purchase procedures due to the need to have security for July 4, 2016 with experience in large music events and approve engaging the services of Arizona Veterans Security, LLC for security for the City's July 4, 2016 event in an amount not to exceed $11,508.00. Motion passed unanimously.

5. F. Public hearing followed by discussion and possible action on any and all matters regarding approval of Resolution No. 1150. A resolution of the Mayor and Council of the City of San Luis adopting the final budget for Fiscal Year 2017. (Ketie St. Louis, Finance Director)

A. Open Public Hearing

MOTION: Council Member Africa Luna-Carrasco/ Council Member Mario Buchanan Jr. to open Public Hearing. Motion passed unanimously.

1. Staff Presentation

Ms. Ketie St. Louis, Finance Director, stated that after the budget was posted in the newspaper and the City website, changes were made interfund. Ms. St. Louis explained that there were no increases or decreases on the budget and stated that the total budget stands at $5,123,035.00.

2. Call to the Public on this item

There were no comments from the public on this item.

B. Close Public Hearing

MOTION: Council Member Mario Buchanan Jr./ Council Member Ruben Walshe to close Public Hearing. Motion passed unanimously.

C. Action on Resolution No. 1150

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to approve Resolution No. 1150. Motion passed unanimously.

5. G. Discussion and possible action on any and all matters regarding the purchase and installation of electricity and lighting at San Luis High School

through Musco-Lighting according to the Intergovernmental agreement between City of San Luis and Yuma Union High School District #70. (Jennifer Cisneros, Parks and Recreation Assistant Parks and Recreation Director)

Mayor Gerardo Sanchez introduced Mr. Louie Galaviz, Parks and Recreation Director.

Mr. Louie Galaviz, Parks and Recreation Director, stated that representatives from Musco-Lighting and Westmore Electric will provide an overview.

Mr. Dee Smith, Musco-Lighting provided an overview of the company and of the services provided. Mr. Smith also provided photographs of their previous works.

Mr. Galaviz added that Musco-Lighting and Westmore Electric both work with APS and stated that additional lighting can be added to the field in the future.

Council Member Africa Luna-Carrasco asked if the high school had any comments in regards to the lighting.

Ms. Jenny Torres, Community Development Director, commented that the high school was very excited and added that the goal is to have the lighting done mid-August before schools starts.

MOTION: Vice-Mayor Matias Rosales/Council Member Africa Luna-Carrasco approve the purchase of the lighting for the San Luis High School practice field in an amount not to exceed $295,000.00 in compliance with the City's Intergovernmental Agreement with the School District. Motion passed unanimously.

6. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez reported that Vice-Mayor Matias Rosales, Council Member Maria Cecilia Ramos and himself attended the Arizona Mexico Commission conference where they discussed the Port of Entries. Mayor Gerardo Sanchez added that it was an eye opener for the rest of the state that Yuma County along with San Luis Rio Colorado were ready to start a Megaregion.

Vice-Mayor Matias Rosales added that Mayor Gerardo Sanchez made a great impression on everyone there.

Council Member Maria Cecilia Ramos commented that Megaregion would be helping the state a lot and encouraged everyone to go to their website.

Council Member Africa Luna-Carrasco reported that Council Member Gloria Torres and herself attended the NALEO 33rd Annual Conference in Washington D.C. and came back with many innovated ideas for the City.

Council Member Gloria Torres added that they were able to hear a speech from Running Presidential Candidate Bernie Sanders.

Mayor Gerardo Sanchez added that the 4th of July event was going to be the upcoming Monday and encouraged everyone to attend.

Ms. Kristen McManus, City Magistrate, provided members of Council with an update on how her transition has gone adding that the San Luis Court is moving in a positive direction.

Mr. Louie Galaviz, Parks and Recreation Director, provided members of Council with an update on his transition adding that he is excited to be a part of the City of San Luis.

7. CALL TO THE PUBLIC

Mr. Leon Avelar, 2048 Lopez Street, introduced the Babe Ruth Baseball League as the new Arizona State Champions. Each member of the team introduced themselves by first and last name, Mr. Avelar also stated that they will be heading to Regionals in Utah and are requesting financial assistance from the City of San Luis.

Edilberto Dancil, resident, stated that when loading the Senior Buses he was told he was no longer eligible to ride. He added that he had previously brought this to Mr. De La Hoya's attention but wanted to bring it to Council's attention as well.

Mayor Gerardo Sanchez clarified that the City of San Luis does not have the right to refuse services for the Senior Center, adding that any senior is welcome to use their buses and facilities. Mayor Gerardo Sanchez also stated that the City of San Luis will be looking into the situation.

Mr. Tadeo De La Hoya, Interim City Manager, added that Human Resources Department have been made aware of the situation and are handling it.

8. EXECUTIVE SESSIONS

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to go to Executive Session at approximately 7:44 p.m. Motion passed unanimously.

8. A. Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§38-431.03(A) subsections (3) and (4) for legal advice and consider the City's position and instruct its Attorney with respect to a proposal by Labrie Enviorquip Group. (Jenny Torres, Community Development Director and Kay Marion Macuil, City Attorney)

8. B. Discussion and possible action to hold an executive session pursuant to A.R.S. §38-431.03(A) subsection (3) and (4) on any and all matters relating to the San Luis Regional Detention Center and related contracts, litigations, and negotiations for discussion or consultation for legal advice with the City Attorney or the City's attorneys in order to consider the City's position and instruct its attorneys on the same. (Kay Marion Macuil, City Attorney)

9. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Vice-Mayor Matias Rosales/Council member Gloria Torres to go back to Regular Session at approximately 8:45 p.m. Motion passed unanimously.

10. ADJOURMENT

MOTION: Vice-Mayor Matias Rosales/Council member Gloria Torres to adjourn the Special Meeting at approximately 8:45 p.m. Motion passed unanimously.

MINUTES
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
July 13, 2016
7:00 P.M.

1. CALL TO ORDER Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:03 p.m.

ROLL CALL

PRESENT:
Mayor Gerardo Sanchez
Vice-Mayor Matias Rosales
Council Member Mario Buchanan Jr.
Council Member Africa Luna-Carrasco
Council Member Maria Cecilia Ramos
Council Member Gloria Torres
Council Member Ruben Walshe

OTHERS PRESENT:
Tadeo De La Hoya, Interim City Manager
Sonia Cornelio, City Clerk
Andrea Moreno, Police Department
Craig Higgins, Chief of Police
Derek Dueñas, I.T. Manager
Eulogio Vera, Public Works Director
Glenn Gimbut, Assistant City Attorney
Hank Green, Fire Chief
John Starkey, Planning and Zoning Director
Jonathan Dumadag, I.T. Technician
Joselyn Medina, PIO/Assistant to Council
Kay Macuil, City Attorney
Ketie St. Louis, Finance Director
Kristin McManus, City Magistrate
Lizandro Galaviz, Parks and Recreation Director
Manuel Rojas, Assistant Public Works Director
Ric Bauermann, Fire Department
Rodolfo Dueñas, Highway Users
Yolanda Dueñas, Fleet/Facilities Manager
Eduardo Garcia, Factor Sales
Francisca Guzman, Translator
Lucy Lopez, Reporter
Pamela Green, Visitor

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Gloria Torres.

3. INVOCATION

The Invocation was led by Mr. Hank Green, Fire Chief.

4. PRESENTATIONS

4. A. Presentation/update on Northern Arizona University's Educational Program progress in San Luis, Arizona. (Michael J. Sabath, NAU/Yuma Campus Executive Director)

Mr. Michael Sabath, NAU/Yuma Campus Executive Director, provided an update through a Power Point presentation relating to NAU Yuma at the San Luis Arizona Western College Campus.

4. B. Presentation and recognition of employees by the Employee Recognition and Awards Program for their outstanding work with the City of San Luis. (Omar Heredia, Training and Programs Coordinator)

Mr. Omar Heredia, Training and Programs Coordinator, presented the second quarter ERAP awards on behalf of the ERAP Committee. Mr. Heredia also provided a quick update on the ERAP Program.

Mayor Gerardo Sanchez commented that the number of employees being recognized each time keeps growing and stated how proud he is to see the growth. Mayor Gerardo Sanchez thanked the awardees on behalf of Council and himself for their hard work and dedication.

5. CONSENT AGENDA

5. A. Minutes of:

- Regular Council meeting held May 11, 2016
- Regular Council meeting held May 25, 2016

5. B. Disbursements from June 20, 2016 to July 1, 2016

Total Disbursements $1,054,870.40
(One-Million, Fifty-Four Thousand, Eight Hundred-Seventy Dollars and Forty Cents)

MOTION: Council Member Gloria Torres/Council Member Mario Buchanan Jr. to approve the Consent Agenda as presented. Motion passed unanimously.

6. DISCUSSION AND POSSIBLE ACTION ITEMS

6. A. Discussion and possible action on any and all matters regarding the ratification of contract to Yuma Valley Contractors for the extension of two (2) twelve-inch (12") ductile iron discharge pipes at the East Wastewater Plant. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, stated that Yuma Valley Contractors had been working on extending two (2) twelve-inch (12") ductile iron discharge pipes at the East Wastewater Treatment Plant and discovered two (2) changes that were needed to keep the plant operating adequately. Mr. Vera stated that the changes added up to a total of $10,624.70. Due to the changes Mr. Vera would like to ratify the change order to include them.

MOTION: Council Member Gloria Torres/Council Member Maria Cecilia Ramos to ratify the change order in the amount of $10,624.70 on the contract to the Yuma Valley Contractors as presented. Motion passed unanimously.

6. B. Discussion and possible action on any and all matters regarding Resolution No. 1149. A resolution of the Mayor and Council of the City of San Luis, Arizona, approving an Intergovernmental Agreement between the City of San Luis, Arizona and the Superior Court in Yuma County for the purpose of a Field Trainer to provide training and uniformity of automation systems and business practices with the Courts in Yuma County including the San Luis Municipal Court. (Andrea Ruiz, Municipal Court Administrator)

Ms. Andrea Ruiz, Municipal Court Administrator, stated that the item represented the services that the Field Trainer provided for Fiscal Year 2015-2016. She explained that the Field Trainer would be working with Yuma County including the San Luis Municipal Court. Ms. Ruiz added that the Intergovernmental Agreement requires the City Staff to authorize the approval of a one (1) year extension for a term totaling to five (5) years each $1,000.00 per year.

Ms. Kristin McManus, City Magistrate, explained that the amount per year represents a portion of the total cost of a Field Trainer.

MOTION: Council Member Mario Buchanan Jr./Council Member Maria Cecilia Ramos to approve and adopt Resolution No. 1149, to ratify the Intergovernmental Agreement for Fiscal Year 2015-2016, and to renew the Intergovernmental Agreement for Fiscal Year 2016-2017. Motion passed unanimously.

6.C. Public Hearing followed by discussion and possible action on any and all matters regarding the First Reading of Ordinance No. 357. An ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the Tax Code of the City of San Luis by adding Subsection 7A-610(e) relating to the Use Tax Rate for Purchases of Tangible Personal Property; making a technical correction to Ordinance No. 348 while retaining its effective date of June 1, 2016; establishing an effective date for Ordinance No. 357; repealing any conflicting provisions; and providing for severability. (Kay Marion Macuil, City Attorney)

A. Open Public Hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Maria Cecilia Ramos open the Public Hearing. Motion passed unanimously.

1. Staff Presentation

Ms. Kay Macuil, City Attorney, stated that Ordinance No. 357 is required to include a Tiered Tax for Use Tax to comply with the Federal Constitution on Interstate Commerce. Ms. Macuil added that the Department of Revenue recommend the Ordinance to be effective as of June 1, 2016.

Mayor Gerardo Sanchez asked when the Ordinance will go into effect.

Ms. Macuil responded that after the second reading is done and the ordinance is approved it will go back retroactively. She explained that any Use Tax that came in during the month of June the City will reimburse it.

2. Call to the Public on this Item

There were no comments from the Public on this item.

B. Close Public Hearing

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to close Public Hearing. Motion passed unanimously.

C. Action on First Reading of Ordinance NO. 357 by title only

MOTION: Council Member Gloria Torres/Council Member Ruben Walshe approve the First Reading of Ordinance No. 357 by title only. Motion passed unanimously.

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 357 by title only.

6. D. Public Hearing followed by discussion on any and all matters regarding Rezoning Case No. 2016-0198, and First Reading of Ordinance No. 356. An ordinance of the Mayor and Council of the City of San Luis, Arizona, amending the official zoning map of the City of San Luis by changing the zoning classification of a 6,958 square foot lot from High Density Residential (R-3) to

Manufactured Home (MH) for property located at 315 E. Cuauhtémoc Street, Rancho San Luis Mobile Home Subdivision; repealing and conflicting provisions; and providing for severability. (John Starkey, Planning and Zoning Director)

A. Open Public Hearing

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to open Public Hearing. Motion passed unanimously.

1. Staff Presentation

Mr. John Starkey, Planning and Zoning Director, stated that the lot at 315 E. Cuauhtémoc Street was zoned at High Density Residential with a plan to build a fourplex apartment but was never built on the lot. Mr. Starkey explained that there currently is there is an old mobile home on the lot and the owner would like to replace it with a newer one, because of that the City has to rezone the lot as Manufactured Home.

Council Member Mario Buchanan Jr. asked how up to date the new mobile home would be.

Mr. Starkey replied that he was not sure adding that the current mobile home there is a ten (10) by forty (40) from 1958. As per todays rules any mobile home has to be a HUD approved Manufactured Home that is not older than 1976.

2. Call to the Public on this Item

There were no comments from the Public on this item.

B. Close Public Hearing

MOTION: Council Member Africa Luna-Carrasco/Council Member Ruben Walshe to close Public Hearing. Motion passed unanimously.

C. Action on First Reading of Ordinance No. 356 by title only

MOTION: Council Member Ruben Walshe/Council Member Maria Cecilia Ramos to approve First Reading of Ordinance No. 356 by title only. Motion passed unanimously.

Ms. Sonia Cornelio, City Clerk, read Ordinance No. 356 by title only.

7. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez commented that he was amazed at the number of people who attended the 4th of July event. Mayor Gerardo Sanchez thanked everyone who participated in making the event run smoothly.

Council Member Maria Cecilia Ramos added that she was very thankful for the security at the 4th of July event.

Council Member Mario Buchanan Jr. thanked staff for making the event possible.

Council Member Maria Cecilia Ramos reported that Vice-Mayor Matias Rosales, Council Member Gloria Torres and herself attended the San Luis Urgent Care Ribbon Cutting and stated that she is glad that the City of San Luis now has an Urgent Care.

Mr. Tadeo De La Hoya, Interim City Manager, reported that on July 12, 2016 the ASU Mandela Washington Fellowship visited the City of San Luis. Mr. De La Hoya added that the City of San Luis had the pleasure of having twenty-five (25) students come to the City of San Luis from twenty (20) different countries in Africa to learn how the City of San Luis manages a border city.

Ms. Kay Macuil, City Attorney, thanked Mr. De La Hoya for reaching out to the group adding that both City employees and the students learned from each other through one-on-one interaction.

Council Member Ruben Walshe reported that the City of San Luis has to find more ways to inform the residents about the Port of Entry II as there is incorrect information being presented to residents.

Mayor Gerardo Sanchez stated that it has been an on-going process with the Port of Entry II. Mayor Gerardo Sanchez added that he was made aware and thinks it is important for residents to be informed as it has been six (6) years of work the City of San Luis, Council, and himself have been doing for the Port of Entry II, for there to be questions and misinformation purposely being given out. Mayor Sanchez expressed that if someone is going to critique something they should study the topic and have the correct information and not insinuate the wrong doing by providing incorrect information

8. CALL TO THE PUBLIC

Mayor Gerardo Sanchez opened Call to the Public after the approval of the Consent Agenda.

Mr. Elio Parata and Elizar Parata, Cardinals of San Luis Arizona coaches, stated that the team would be represented the City of San Luis in the Regional Tournament.

Mayor Gerardo Sanchez thanked the team for representing the City of San Luis and the State of Arizona.

Mr. Jesus Meza, Parks and Recreation Coordinator, presented Mr. Gabriel Ponze who was selected to represent the State of Arizona as part of the U.S. Baseball Southwest 17 team at the National tournament.

Mr. Gabriel Ponze asked the Mayor and Council for financial assistance to participate in the tournament. Mr. Ponze explained to Mayor and Council how the money would be used.

Mr. Glenn Gimbut, 1534 9th Avenue, stated that he agreed with Mayor Gerardo Sanchez on the Port of Entry II and stated that he would be more than happy as a

resident to post comments with the correct information on certain Facebook pages. Mr. Gimbut also stated that the City of San Luis has been working on the Port of Entry II for fifteen (15) years.

9. EXECUTIVE SESSION

MOTION: Council Member Mario Buchanan Jr./Council Member Ruben Walshe to go into Executive Session at approximately 8:06 p.m. Motion passed unanimously.

9. A. Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A) subsection (3) on any and all matters relating to possible annexations into the City of San Luis for discussion or consultation for legal advice with the City Attorney or the City's Attorneys. (Kay Marion Macuil, City Attorney and Glenn Gimbut, Assistant City Attorney)

9. B. Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A) subsection (3) and (4) on any and all matters relating to the San Luis Regional Detention Center and related contracts, litigations, and negotiations for discussion or consultation for legal advice with the City Attorney or the City's Attorneys in order to consider the City's position and instruct its attorneys on the same. (Kay Marion Macuil, City Attorney)

10. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Council Member Africa Luna-Carrasco/Council Member Mario Buchanan Jr. to return to Regular Session at approximately 8:54 p.m. Motion passed unanimously.

11. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Africa Luna-Carrasco to adjourn the Regular Council Meeting at approximately 8:54 p.m. Motion passed unanimously.

MINUTES
Special Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
July 20, 2016
6:30 P.M.

1. CALL TO ORDER Mayor Gerardo Sanchez called the Special meeting to order at approximately 6:31 p.m.

ROLL CALL

PRESENT:	Mayor Gerardo Sanchez Council Member Mario Buchanan Jr. Council Member Africa Luna-Carrasco Council Member Maria Cecilia Ramos Council Member Gloria Torres Council Member Ruben Walshe
ABSENT:	Vice-Mayor Matias Rosales
OTHERS PRESENT:	Tadeo De La Hoya, Interim City Manager Sonia Cornelio, City Clerk Chris Hagen, Management Analyst Hank Green, Fire Chief Jenny Torres, Community Development Director Jonathan Dumadag, I.T. Technician Joselyn Medina, PIO/Assistant to Council Kay Macuil, City Attorney Eduardo Garcia, Factor Sales

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Ruben Walshe

3. EXECUTIVE SESSION

MOTION: Council Member Mario Buchanan Jr./ Council Member Ruben Walshe to go to Executive Session at approximately 6:33 p.m. Motion passed unanimously.

3. A. Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A) subsections (3) and (4) for legal advice and consider the City's position and instruct its Attorney with respect to a proposal by Labrie

Enviorquip Group. (Jenny Torres, Community Development Director and Kay Marion Macuil, City Attorney)

4. MOTION TO GO BACK INTO REGULAR SESSION

MOTION: Council Member Africa Luna-Carrasco/ Council Member Mario Buchanan Jr. to go back into Regular Session at approximately 7:01 p.m. Motion passed unanimously.

5. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./ Council Member Ruben Walshe to adjourn the Special Meeting at approximately 7:01 p.m. Motion passed unanimously.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. M.**

Meeting Date: 08/10/2016

Summary

DISBURSEMENTS FROM JULY 18, 2016 TO JULY 29, 2016
Total Disbursements $657,458.50
(Six Hundred Fifty-Seven Thousand, Four Hundred Fifty-Eight Dollars and Fifty Cents)

Attachments

Disbursements 8/10/2016

City of San Luis
Finance Department

COUNCIL MEETING August 10, 2016
Disbursement Reports from 7/18/2016 to 7/29/2016

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	7/18/2016	$ 66,928.62	Schedule A
Accounts Payable Check Account	7/19/2016	$ 131,515.61	Schedule B
Accounts Payable Check Account	7/21/2016	$ 53,558.31	Schedule C
Accounts Payable Check Account	7/21/2016	$ 50,478.94	Schedule D
Payroll Check Account	7/26/2016	$ 4,244.35	Schedule E
Payroll Check Account	7/27/2016	$ 244,412.59	Schedule F
Accounts Payable Check Account	7/27/2016	$ 17,549.18	Schedule G
Accounts Payable Check Account	7/28/2016	$ 2,572.65	Schedule H
Accounts Payable Check Account	7/28/2016	$ 33,291.94	Schedule I
Accounts Payable Check Account	7/28/2016	$ 3,690.93	Schedule J
Accounts Payable Check Account	7/28/2016	$ 250.98	Schedule K
Accounts Payable Check Account	7/28/2016	$ 48,964.40	Schedule L

Total Disbursements: $ 657,458.50

Please contact Ms. St. Louis prior to the meeting if additional information is needed.

Prepared by Angelica V. Castro: Angelica V. Castro

Verified by Finance Director: Letie S. Louis

For Council approval on: August 10, 2016

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2016 AUG -1 P 2:28
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Schedule A

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/18/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/18/2016	76105	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE / TPT		37,857.79
	Invoice		Date	Description		Amount
	JUNE 2016		06/30/2016	SALES TAX - JUNE 2016		37,857.79
Check	07/18/2016	76106	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE / TPT		13.67
	Invoice		Date	Description		Amount
	16017171611		06/30/2016	TAX CORRECTION NOTICE		13.67
Check	07/18/2016	76107	Accounts Payable	CHAVEZ, NOEL		42.09
	Invoice		Date	Description		Amount
	CHAVEZ 063016		06/30/2016	REIMBURSEMENT - PURCHASE OF FIRE/EMERGENCY TEXTBOOK		42.09
Check	07/18/2016	76108	Accounts Payable	PITNEY BOWES CREDIT CORP		98.35
	Invoice		Date	Description		Amount
	9432825-JUNE16		06/30/2016	MAILING SYSTEM FOR COURT - JUNE 2016		98.35
Check	07/18/2016	76109	Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC		24,665.10
	Invoice		Date	Description		Amount
	000507		06/30/2016	SOLAR POWER DELIVERED - JUNE 2016		24,665.10
Check	07/18/2016	76110	Accounts Payable	YUMA OFFICE EQUIPMENT		4,251.62
	Invoice		Date	Description		Amount
	2016-00001218		06/30/2016	CNTRCT: 768, 769, 1188, 1046, 1162, 1104, 1103, 1209, 1347		4,251.62
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 6		$66,928.62

Checks: 6 $66,928.62

Prepared By:
Maggie Dominguez
Date: Maggie D. 7/18/16.
Miguel Ramirez

Schedule B

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/19/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	1		06/30/2016	EAST WWTP PIPE RELOCATION PROJECT		88,822.63
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 10		$131,515.61
	Checks:	10	$131,515.61			

Prepared By:
Maggie Dominguez
Date: 7/19/16

Miguel Ramirez

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/19/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/19/2016	76111	Accounts Payable	DANA-KEPNER COMPANY INC.		68.64
	Invoice		Date	Description		Amount
	8140335-02		05/16/2016	MATERIAL F/ NEW INSTALLATIONS AND/OR REPAIRS F/ WTR DIST. SYSTEM		68.64
Check	07/19/2016	76112	Accounts Payable	DESERT VALLEY SERVICES, INC		195.69
	Invoice		Date	Description		Amount
	384594		06/16/2016	JANITORIAL SUPPLIES		195.69
Check	07/19/2016	76113	Accounts Payable	EDUCATIONAL SERVICES INC		7,241.24
	Invoice		Date	Description		Amount
	006175		06/30/2016	CREDIT OVERBILLED; INV 4182		(26.67)
	006005		06/30/2016	EMPLOYEE COST AGREEMENT FOR J. DELAVARA PPE 061816		7,267.91
Check	07/19/2016	76114	Accounts Payable	FDC RESCUE PRODUCTS		181.39
	Invoice		Date	Description		Amount
	5897		11/11/2015	ORDERED EXTENSION REMOVABLE PATCH FOR NEW FF		181.39
Check	07/19/2016	76115	Accounts Payable	FRESH TERRA SERVICES LLC		215.00
	Invoice		Date	Description		Amount
	5074		06/30/2016	TESTING REQUIREMENTS PER ADEQ REGULATIONS/WEST WWTP		115.00
	5103		06/30/2016	TESTING REQUIREMENTS PER ADEQ REGULATIONS/WEST WWTP		100.00
Check	07/19/2016	76116	Accounts Payable	MCNEECE BROS. OIL COMPANY, INC		26,220.06
	Invoice		Date	Description		Amount
	838987		06/30/2016	FUEL FOR ALL CITY VEHICLES - JUNE 2016		26,220.06
Check	07/19/2016	76117	Accounts Payable	OFFICE DEPOT		5,226.57
	Invoice		Date	Description		Amount
	848189987001		06/30/2016	OFFICE SUPPLIES FOR BUILDING SAFETY		36.84
	838168919001		05/20/2016	DRAFTING STOOL FOR DDS		146.60
	835558689001		04/21/2016	OFFICE SUPPLIES FOR CITY PROSECUTOR		65.17
	823594298002		02/18/2016	OFFICE SUPPLIES FOR CITY PROSECUTOR		16.39
	848413589001		06/30/2016	OFFICE SUPPLIES FOR CULTURAL CENTER		303.82
	819610021001		01/27/2016	OFFICE SUPPLIES FOR COURT PROBATION		37.96

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/19/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	821921747001		02/11/2016	OFFICE SUPPLIES FOR COURT		58.84
	829101907001		03/25/2016	OFFICE SUPPLIES FOR COURT		154.97
	829100294001		03/24/2016	OFFICE SUPPLIES FOR COURT		1,022.40
	819605859001		01/27/2016	OFFICE SUPPLIES FOR COURT		53.08
	819605862001		01/27/2016	OFFICE SUPPLIES FOR COURT		358.37
	825885668001		02/25/2016	OFFICE SUPPLIES FOR COUNCIL		208.45
	844591347001		06/13/2016	OFFICE SUPPLIES FOR COUNCIL		347.41
	831102653001		03/30/2016	OFFICE SUPPLIES FOR HR DEPT		157.42
	842897489001		06/06/2016	OFFICE SUPPLIES FOR HR DEPT		76.51
	840482240001		05/27/2016	OFFICE SUPPLIES FOR BUILDING SAFETY		39.09
	848189892001		06/30/2016	OFFICE SUPPLIES FOR BUILDING SAFETY		103.97
	834120993001		04/21/2016	OFFICE SUPPLIES FOR FIRE		27.33
	848180735001		06/30/2016	OFFICE SUPPLIES FOR COMMUNITY DEVELOPMENT		138.77
	830865580001		03/16/2016	OFFICE SUPPLIES FOR UTILITIES		24.15
	830878438001		03/21/2016	OFFICES SUPPLIES FOR DDS		418.81
	844529971001		06/13/2016	OFFICE SUPPLIES FOR DDS		357.52
	845338015001		06/16/2016	OFFICE SUPPLIES FOR CITY ATTORNEY		89.65
	847930694001		06/30/2016	OFFICE SUPPLIES FOR FINANCE		137.17
	840783873001		05/25/2016	OFFICE SUPPLIES FOR PW		203.41
	836696010001		05/04/2016	OFFICE SUPPLIES FOR PW		14.22
	840783555001		05/25/2016	OFFICE SUPPLIES FOR PW		409.97
	838887339001		05/19/2016	OFFICE SUPPLIES FOR WATER DIVISION		218.28
Check	07/19/2016	76118	Accounts Payable	ONE SOURCE DISTRIBUTOR LLC		2,747.39
	Invoice		Date	Description		Amount
	S5075883.001		03/31/2016	REPAIR POWER CONTROLS F/ WEL PUMP #8@WS#4		2,452.43
	S4886917.002		03/25/2016	REPAIR POWER CONTROLS F/ WEL PUMP #8@WS#4		294.96
Check	07/19/2016	76119	Accounts Payable	YUMA SUN, INC		597.00
	Invoice		Date	Description		Amount
	00095136		06/15/2016	WASTEWATER PLANT OPERATOR AD		199.00
	00095983		06/26/2016	MAINTENANCE TECHNICIAN AD		199.00
	00095985		06/29/2016	OFFICE SUPPORT SPECIALIST AD		199.00
Check	07/19/2016	76120	Accounts Payable	YUMA VALLEY CONTRACTORS		88,822.63
	Invoice		Date	Description		Amount

Schedule C

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	ROMERO 072116		07/19/2016	ERAP AWARD - 2ND QUARTER - EMPLOYEE OF THE QUARTER	100.00	
Check	07/21/2016	76148	Accounts Payable	SAN LUIS AZ NEWS		936.00
	Invoice		Date	Description	Amount	
	5913		07/01/2016	ADVERTISEMENT AND PROMOTION OF OUR 4TH OF JULY EVENT	936.00	
Check	07/21/2016	76149	Accounts Payable	TIME WARNER CABLE		1,895.09
	Invoice		Date	Description	Amount	
	0383JUL16		07/20/2016	CABLE SERVICE FOR PD - JULY 2016	93.20	
	2598JUL16		07/20/2016	ISP FOR CITY HALL AND REMOTE SITES	1,591.91	
	3153JUL16		07/20/2016	ISP FOR CITY HALL AND REMOTE SITES	209.98	
Check	07/21/2016	76150	Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.		1,389.77
	Invoice		Date	Description	Amount	
	138607821-001		07/07/2016	RENTAL OF GENERATORS FOR THE FOURTH OF JULY CELEBRATION	1,389.77	
Check	07/21/2016	76151	Accounts Payable	VALDEZ , JENNIFER		120.00
	Invoice		Date	Description	Amount	
	TR/201303405		07/20/2016	RESTITUTION PAYMENT	80.00	
	TR/201303405		07/20/2016	RESTITUTION PAYMENT	40.00	
Check	07/21/2016	76152	Accounts Payable	VILLAR, GLORIA		50.00
	Invoice		Date	Description	Amount	
	CR/2014000081		07/20/2016	RESTITUTION PAYMENT	50.00	
Check	07/21/2016	76153	Accounts Payable	WAL-MART RESTITUTION RECOVERY		128.28
	Invoice		Date	Description	Amount	
	CR/201600012		07/20/2016	RESTITUTION PAYMENT	128.28	
Check	07/21/2016	76154	Accounts Payable	YUMA COUNTY HUMANE SOCIETY		3,156.00
	Invoice		Date	Description	Amount	
	2016-00001222		06/30/2016	KENNELING SERVICES FOR JUNE 2016	3,156.00	
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 34		$53,558.31

Prepared By:
Maggie Dominguez
Date: 7/21/16

Miguel Ramirez

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/21/2016	76121	Accounts Payable	APS/CLAIM #414-1352-AH		280.00
	Invoice		Date	Description		Amount
	TR/201401091		07/20/2016	RESTITUTION PAYMENT		280.00
Check	07/21/2016	76122	Accounts Payable	ARCIGA-PESCINA , EDITH		50.00
	Invoice		Date	Description		Amount
	1475		07/19/2016	REIMBURSEMENT - POOL RESERVATION DEPOSIT		50.00
Check	07/21/2016	76123	Accounts Payable	ARIZONA PUBLIC SERVICE		10,953.92
	Invoice		Date	Description		Amount
	785728287 JULY16		07/11/2016	ELECTRICITY - 415 INDUSTRIAL AVE (7LOCATIONS) & HSE PNL H		590.25
	470828286 JULY16		07/11/2016	ELECTRICITY - 101 W JUAN SANCHEZ BLVD		10,363.67
Check	07/21/2016	76124	Accounts Payable	AUTOZONE STORES, INC		2,427.86
	Invoice		Date	Description		Amount
	2756384112		07/11/2016	FLEET SERVICES 1413 EE180		2.40
	2756383615		07/11/2016	FIRE DEPT 3237 EE180		261.80
	2756383618		07/11/2016	PD 3202 EE180		168.27
	2756385202		07/12/2016	PD 1605 EE180		27.48
	2756385010		07/12/2016	WATER DEPT 2487 EE180		30.46
	2756385289		07/12/2016	FIRE DEPT 8313 EE180		154.98
	2756385286		07/12/2016	SW 3270 EE180		154.98
	2756385196		07/12/2016	PARKS 5893 EE180		119.56
	2756385207		07/12/2016	PD 2916 EE180		13.58
	2756384775		07/12/2016	PARKS 3031 EE180		39.75
	2756384784		07/12/2016	PD 3205 EE180		3.84
	2756385049		07/12/2016	PD 2916 EE180		18.99
	2756386050		07/13/2016	PARKS 9932 EE180		38.38
	2756386443		07/13/2016	WATER 8025 EE735		22.32
	2756387372		07/14/2016	CREDIT		(8.29)
	2756386437		07/13/2016	WATER 8025 EE180		154.43
	2756386062		07/13/2016	WATER 8302 EE180		557.29
	2756386248		07/13/2016	BUILDING SAFETY 3098 EE180		14.68
	2756386220		07/13/2016	HWY USER 1844 EE180		26.55

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2756386225		07/13/2016	CREDIT		(24.14)
	2756386224		07/13/2016	CREDIT		(2.40)
	2756386470		07/13/2016	PARKS 1912 EE180		168.27
	2756386234		07/13/2016	HWY USER 1844 EE180		43.84
	2756386051		07/13/2016	PARKS 1912 EE180		205.32
	2756386472		07/13/2016	CREDIT		(188.20)
	2756387371		07/14/2016	WATER 8025 EE735		8.29
	2756387384		07/14/2016	PD 1605 EE735		387.10
	2756387379		07/14/2016	PD 3204 EE735		12.13
	2756387373		07/14/2016	FIRE DEPT 8923 EE735		10.70
	2756388433		07/15/2016	PD 6226 EE180		5.50
Check	07/21/2016	76125	Accounts Payable	BOBADILLA, YADIRA		268.00
	Invoice		Date	Description		Amount
	BOBADILLA 071716		07/19/2016	TRAVEL - 28TH ANNUAL TRAINING CONFERENCE AND TRADE SHOW		268.00
Check	07/21/2016	76126	Accounts Payable	CAMARENA, CORNELIUS		400.00
	Invoice		Date	Description		Amount
	5507		07/07/2016	ATTORNEY FEES		400.00
Check	07/21/2016	76127	Accounts Payable	CAMPA, JOAQUIN		123.00
	Invoice		Date	Description		Amount
	CAMPA 072716		07/19/2016	TRAVEL - WATER EFFICIENCY & EEBA LOCAL TOOLBOX EVENT		123.00
Check	07/21/2016	76128	Accounts Payable	CATANIA, ANDREA		118.00
	Invoice		Date	Description		Amount
	CATANIA 072716		07/19/2016	TRAVEL - PUBLIC RISK MANAGEMENT ASSOCIATION		118.00
Check	07/21/2016	76129	Accounts Payable	CEMEX		27,009.29
	Invoice		Date	Description		Amount
	9433435642		06/08/2016	3/8" CHIPS (GRADATION) FOR PAVEMENT PRESERVATION PRJCT 2016		2,684.86
	9433400559		06/02/2016	3/8" CHIPS (GRADATION) FOR PAVEMENT PRESERVATION PRJCT 2016		12,573.18
	9433421668		06/03/2016	3/8" CHIPS (GRADATION) FOR PAVEMENT PRESERVATION PRJCT 2016		11,751.25
Check	07/21/2016	76130	Accounts Payable	CENTURYLINK		267.63
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2017-00000020		07/19/2016	SERVICES FOR BUSINESS INCUBATOR	139.66	
	2016-00001221		06/30/2016	SERVICES FOR BUSINESS INCUBATOR	127.97	
Check	07/21/2016	76131	Accounts Payable	CLARIDGE , JEREMY J.		600.00
	Invoice		Date	Description	Amount	
	20440		07/11/2016	ATTORNEY FEES	600.00	
Check	07/21/2016	76132	Accounts Payable	CORNELIO , SONIA		160.00
	Invoice		Date	Description	Amount	
	CORNELIO 072516		07/19/2016	TRAVEL - AZ MUNICIPAL CLERKS ASSOCIATION - 2016 ELECTIONS	160.00	
Check	07/21/2016	76133	Accounts Payable	DAMAGE RECOVERY UNIT		45.00
	Invoice		Date	Description	Amount	
	TR/201500433		07/20/2016	RESTITUTION PAYMENT	45.00	
Check	07/21/2016	76134	Accounts Payable	FIGUEROA, VICTOR		50.00
	Invoice		Date	Description	Amount	
	FIGUEROA 072116		07/19/2016	ERAP AWARD - 2ND QUARTER - AWARD OF EXCELLENCE	50.00	
Check	07/21/2016	76135	Accounts Payable	FRANCO , CLAUDIA		40.00
	Invoice		Date	Description	Amount	
	0690		07/19/2016	REIMBURSEMENT - SWIMMING LESSONS CANCELLED	40.00	
Check	07/21/2016	76136	Accounts Payable	FRANCO , ROSA		40.00
	Invoice		Date	Description	Amount	
	0538		07/19/2016	REIMBURSEMENT - SWIMMING LESSONS CANCELLED	40.00	
Check	07/21/2016	76137	Accounts Payable	G&T ALARM CO LLC		78.00
	Invoice		Date	Description	Amount	
	7914M		07/01/2016	QUARTERLY ALARM MONITORING FOR COURT	78.00	
Check	07/21/2016	76138	Accounts Payable	GUERRA , RUTH		500.00
	Invoice		Date	Description	Amount	
	142		07/15/2016	TRANSLATION SERVICES FOR COURT - 071116-071516	500.00	
Check	07/21/2016	76139	Accounts Payable	LOPEZ, MELISSA		160.00
	Invoice		Date	Description	Amount	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	LOPEZ 072516		07/19/2016	TRAVEL - AZ MUNICIPAL CLERKS ASSOCIATION - 2016 ELECTIONS	160.00	
Check	07/21/2016	76140	Accounts Payable	MACUIL , KAY		150.00
	Invoice		Date	Description	Amount	
	MACUIL 072616		07/19/2016	TRAVEL - 2016 ELECTIONS TRAINING	150.00	
Check	07/21/2016	76141	Accounts Payable	MCCURLEY, DOYLE		548.00
	Invoice		Date	Description	Amount	
	CR/201600006		07/20/2016	BOND REFUND	548.00	
Check	07/21/2016	76142	Accounts Payable	O'REILLY AUTO PARTS		747.60
	Invoice		Date	Description	Amount	
	2771-382307		07/12/2016	HWY USER 2702 EE735	18.47	
	2771-382319		07/12/2016	HWY USER 3654 EE735	41.33	
	2771-382305		07/12/2016	HWY USER 3654 EE735	110.91	
	2771-382502		07/13/2016	HWY USER 1844 EE328	17.27	
	2771-382500		07/13/2016	PD 3206 EE328	172.98	
	2771-382789		07/15/2016	HWY USER 4946 EE328	107.52	
	2771-383144		07/18/2016	YOUTH CENTER 0448 EE328	279.12	
Check	07/21/2016	76143	Accounts Payable	RANDHAWA , NATALIE NEETU		16.90
	Invoice		Date	Description	Amount	
	TR201600406		07/20/2016	OVERPAYMENT REFUND	16.90	
Check	07/21/2016	76144	Accounts Payable	REDBURN TIRE COMPANY		449.97
	Invoice		Date	Description	Amount	
	11018976		07/13/2016	PURCHASE OF TIRES FOR FLEET SERVICES DEPT VIN# 0893	449.97	
Check	07/21/2016	76145	Accounts Payable	RIVERA , MARIA ELENA		75.00
	Invoice		Date	Description	Amount	
	CR/201500022		07/20/2016	RESTITUTION PAYMENT	75.00	
Check	07/21/2016	76146	Accounts Payable	RODRIGUEZ , MARIA		225.00
	Invoice		Date	Description	Amount	
	CR201300088		07/20/2016	BOND REFUND	225.00	
Check	07/21/2016	76147	Accounts Payable	ROMERO , TEODORO		100.00

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Checks:	34		$53,558.31		

Schedule D

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	INV2177263		06/21/2016	COMPARTMENT TOOLS FOR FIRE TRUCK		1,289.42
	INV2176620		06/21/2016	COMPARTMENT TOOLS FOR FIRE TRUCK		88.98
	INV2177860		06/22/2016	COMPARTMENT TOOLS FOR FIRE TRUCK		88.98
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 25		$50,478.94

Checks: 25 $50,478.94

Prepared By:
Maggie Dominguez
Date:

Miguel Ramirez

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/21/2016	76155	Accounts Payable	ADVANCED PUBLIC SAFETY		2,472.00
	Invoice		Date	Description		Amount
	00004125		04/27/2016	ANNUAL MAINTENANCE FEES FOR COURT		2,472.00
Check	07/21/2016	76156	Accounts Payable	AMERICAN BUSINESS FORMS INC.		3,293.95
	Invoice		Date	Description		Amount
	INV02620070		06/28/2016	TRAFFIC CITATIONS & WARNING BOOKS		3,293.95
Check	07/21/2016	76157	Accounts Payable	AZASAP LLC		110.00
	Invoice		Date	Description		Amount
	MYR-2016000141		04/05/2016	DEMAND LETTER SERVED TO TRES RIOS CONSULTING (J.BOWER)		110.00
Check	07/21/2016	76158	Accounts Payable	CITY OF YUMA		12,185.80
	Invoice		Date	Description		Amount
	2015-000011115		02/28/2015	ENGINE-1 MAINTENANCE/ REPAIRS		11,982.39
	2016-0000050		03/07/2016	TESSCO ANTENNA INSTALL		89.92
	2016-0000049		03/07/2016	RADIO REPAIR		113.49
Check	07/21/2016	76159	Accounts Payable	DIAMONDBACK FIRE & RESCUE, LLC		4,091.00
	Invoice		Date	Description		Amount
	5630		06/24/2016	COMPARTMENT TOOLS FOR THE NEW FIRE TRUCK		4,091.00
Check	07/21/2016	76160	Accounts Payable	FDC RESCUE PRODUCTS		4,033.81
	Invoice		Date	Description		Amount
	6305		07/14/2016	COMPARTMENT TOOL FOR FIRE TRUCK (PART# 716GC)		1,970.44
	6245		06/10/2016	COMPARTMENT TOOLS FOR THE NEW FIRE TRUCK		2,063.37
Check	07/21/2016	76161	Accounts Payable	FNP-C & ASSOCIATES PLLC		160.00
	Invoice		Date	Description		Amount
	105		07/07/2016	MVD PHYSICAL		80.00
	104		07/07/2016	MVD PHYSICALS		80.00
Check	07/21/2016	76162	Accounts Payable	GALLS, AN ARAMARK CO., LLC		129.20
	Invoice		Date	Description		Amount
	005445083		05/24/2016	COMPARTMENT TOOLS FOR THE NEW FIRE TRUCK		65.87

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	005445084		05/24/2016	COMPARTMENT TOOLS FOR THE NEW FIRE TRUCK	31.52	
	005450448		05/25/2016	COMPARTMENT TOOLS FOR THE NEW FIRE TRUCK	31.81	
Check	07/21/2016	76163	Accounts Payable	IPS GROUP INC		517.53
	Invoice		Date	Description	Amount	
	19059		06/30/2016	PARKING METER MONTHLY MAINTENANCE / JUNE	517.53	
Check	07/21/2016	76164	Accounts Payable	LA PEQUENA		270.00
	Invoice		Date	Description	Amount	
	2017-00000024		07/21/2016	PURCHASE OF TROPHIES FOR 2016 SUMMER KICK BALL LEAGUE	270.00	
Check	07/21/2016	76165	Accounts Payable	MONEY HANDLING MACHINES INC		1,190.00
	Invoice		Date	Description	Amount	
	2017-00000023		07/21/2016	RENEWAL SERVICE AGREEMENT FOR 2 CURRENCY COUNTERS	1,190.00	
Check	07/21/2016	76166	Accounts Payable	MUSCO CORPORATION		4,027.45
	Invoice		Date	Description	Amount	
	286338		06/30/2016	PURCHASE OF 25 LAMPS FOR JOE ORDUNO PARK	817.49	
	286334		06/30/2016	PURCHASE OF 25 LAMPS FOR JOE ORDUNO PARK	3,209.96	
Check	07/21/2016	76167	Accounts Payable	NARANJO CARDENAS , EDUARDO		500.00
	Invoice		Date	Description	Amount	
	00001		07/04/2016	MUSICAL PERFORMANCE AT FOURTH OF JULY	500.00	
Check	07/21/2016	76168	Accounts Payable	PIERCE COLEMAN PLLC		625.00
	Invoice		Date	Description	Amount	
	20651		06/30/2016	MAGISTRATE CONTRACT	625.00	
Check	07/21/2016	76169	Accounts Payable	REAL PURIFIED WATER LLC		64.07
	Invoice		Date	Description	Amount	
	15468		07/13/2016	DRINKING WATER FOR SLFD	13.50	
	14666		07/15/2016	DRINKING WATER FOR SLFD	25.61	
	15126		07/05/2016	BULK GALS OF WATER FOR FIRE DEPT	24.96	
Check	07/21/2016	76170	Accounts Payable	REDDY RENTS		585.42
	Invoice		Date	Description	Amount	
	1-471116-01		04/19/2016	RENTAL OF DANCE FLOOR FOR DIA DEL NINO EVENT 2016	585.42	

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/21/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	07/21/2016	76171	Accounts Payable	SOUTHWEST EXCHANGE INC		3,681.56
	Invoice		Date	Description		Amount
	224		05/06/2016	PURCHASE OF BERMUDA SEEDS FOR ALL CITY PARKS		3,681.56
Check	07/21/2016	76172	Accounts Payable	STANDARD PRINTING COMPANY, INC		1,670.33
	Invoice		Date	Description		Amount
	247137		07/06/2016	PRINT, FOLD AND INSERTION FEES - END OF THE YEAR REPORT		1,670.33
Check	07/21/2016	76173	Accounts Payable	STANDARD PRINTING COMPANY, INC		2,153.39
	Invoice		Date	Description		Amount
	247138		07/06/2016	PRINT/FOLD/INSERT OF 2015 CCR REPORT IN UTILITY BILLS (JULY)		2,153.39
Check	07/21/2016	76174	Accounts Payable	TACOS EL CHIPILON, LLC		62.00
	Invoice		Date	Description		Amount
	107		07/12/2016	FOOD FOR EXECUTIVE SESSION 071216		62.00
Check	07/21/2016	76175	Accounts Payable	TOSHIBA FINANCIAL SERVICES		1,270.35
	Invoice		Date	Description		Amount
	2017-00000021		07/21/2016	CONTRACT #: 0288609, 0289723, 0373070, 0398771		1,270.35
Check	07/21/2016	76176	Accounts Payable	TRUCKMATES LLC		1,788.77
	Invoice		Date	Description		Amount
	38658		05/31/2016	COMPARTMENT TOOLS FOR FIRE TRUCK		1,788.77
Check	07/21/2016	76177	Accounts Payable	US BANK EQUIPMENT FINANCE		2,323.38
	Invoice		Date	Description		Amount
	2017-00000022		07/21/2016	CONTRACT: 500-0380583, 500-0408239, 500-0413948, 500-0448410		2,323.38
Check	07/21/2016	76178	Accounts Payable	YUMA SUN, INC		199.00
	Invoice		Date	Description		Amount
	00087915		03/27/2016	WW PLANT OPERATOR AD		199.00
Check	07/21/2016	76179	Accounts Payable	ZORO TOOLS INC		3,074.93
	Invoice		Date	Description		Amount
	INV2219402		07/07/2016	WORK LIGHTS FOR FIRE DEPT		266.94
	INV2178643		06/22/2016	COMPARTMENT TOOLS FOR FIRE TRUCK		1,340.61

Schedule E

Pay Day Register Report

Pay Date Range 07/01/16 - 07/31/16
Pay Batch 201607M

Pay Batch 201607M Total

Employees in Pay Batch 7
Female Employees in Pay Batch 3

Hours Description	Hours	Gross
102 - SALARY	.0000	7,550.00
806 - TELEPHONE STIPEND	.0000	150.00
Total	0.0000	$7,700.00

Withholdings and Deductions		Gross Base
Gross	7,700.00	
FEDERAL TAX WITHHOLDING	59.52	5,024.41
SOCIAL SECURITY TAX	477.40	7,700.00
MEDICARE	111.62	7,700.00
STATE WITHHOLDING	130.26	5,024.41
ASRS Council	102.06	.00
ASRS LTD Council	1.26	.00
Council Retirement EORP	117.00	.00
Dental Council	190.30	.00
EODCRS - COUNCIL	72.00	.00
EODCRS - DISABILITY	1.13	.00
EORP COUNCIL RETIREMENT	630.50	.00
Medical Council	1,515.80	.00
Vision Council	46.80	.00
Net	$4,244.35	

Benefits	Amount
ASRS Council	102.06
ASRS LTD Council	1.26
Dental Council	226.58
EODCRS - COUNCIL	54.00
EODCRS - DISABILITY	1.13
EORP - LEGACY RATE COUNCIL	157.50
EORP COUNCIL RETIREMENT	1,139.75
Health Council	6,279.78
Retirement Council EORP	211.50
Vision Council	71.30
Total	$8,244.86

Direct Deposits	Amount
1st Bank Yuma	714.54
Chase Bank	743.15
Federal Credit Union	801.09
REALTORS FED CRED UNION	521.33
Sunbank	382.26
Wells Fargo	360.53
Total	$3,522.90

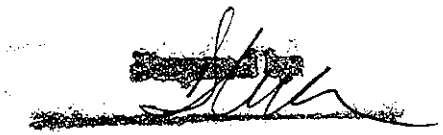
Check	$721.45

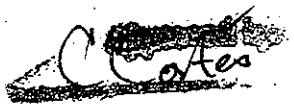
Schedule F

Pay Day Register Report

Pay Date Range 07/09/16 - 07/22/16
Pay Batch 201615

UNITED WAY	28.00	.00	HUGHES FCU	160.00
US & MEX DENTAL= FAMILY	686.92	.00	National Bank	650.00
US & MEX HEALTH = C	6,741.00	.00	Navy Federal	2,726.86
US & MEX HEALTH = FAMILY	3,666.40	.00	NetSpend Corporation DD	120.00
US & MEX HEALTH = SP	1,348.20	.00	NORTH ISLAND CREDIT UNION	836.15
VSP - VISION FAMILY	596.70	.00	Sunbank	443.88
Net	$244,412.59		THE FOOTHILLS BANK	1,297.63
			WASHINGTON FEDERAL	4,276.94
			Wells Fargo	46,383.06
			WELLS FARGO CA	668.55
			Total	$216,099.23
			Check	$28,313.36





Schedule G

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/27/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/27/2016	76180	Accounts Payable	DOCUNITED IMAGING, LLC		6,548.58
	Invoice		Date	Description		Amount
	101995		07/27/2016	LASERFICHE ANNUAL SUPPORT - 080116-073117		6,548.58
Check	07/27/2016	76181	Accounts Payable	GUERRA , RUTH		500.00
	Invoice		Date	Description		Amount
	143		07/22/2016	INTERPRETATION SERVICES FOR COURT - 071816-072216		500.00
Check	07/27/2016	76182	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		4,744.34
	Invoice		Date	Description		Amount
	PSPRS 071516		07/25/2016	PSPRS 071516		4,744.34
Check	07/27/2016	76183	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		4,703.16
	Invoice		Date	Description		Amount
	SOME 06302016		07/25/2016	SOME 06302016		4,703.16
Check	07/27/2016	76184	Accounts Payable	VELEZ , RALPH G		1,053.10
	Invoice		Date	Description		Amount
	2017-00000038		07/27/2016	CONSULTING SERVICES - WEEK OF 072516		858.10
	2017-00000039		07/27/2016	CONSULTING SERVICES - WEEK OF 071816		195.00
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 5		$17,549.18

Checks: 5 $17,549.18

Prepared By:
Maggie Dominguez
Date: 7/27/16.

Schedule H

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/28/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account		Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/28/2016	76185 Utility Management Refund	BARRAGAN , SERGIO , JR.			15.77
	Account Type		Account Number	Transaction Date	Transaction Type	
	Residential		22171-002	07/13/2016	Refund - Account Credit	
Check	07/28/2016	76186 Utility Management Refund	BOJORQUEZ , BLANCA			71.56
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	07/28/2016	76187 Utility Management Refund	CHRIS LEACH/ GREEN FUEL TECHNOLOGIES			2,055.37
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	07/28/2016	76188 Utility Management Refund	GONZALEZ , JESUS			123.08
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	07/28/2016	76189 Utility Management Refund	INIGUEZ , HUMBERTO			84.63
	Account Type		Account Number	Transaction Date	Transaction Type	
Check	07/28/2016	76190 Utility Management Refund	NAVARRO JR , BERNARDO			70.27
	Account Type		Account Number	Transaction Date	Transaction Type	
	Residential		1973-003	07/13/2016	Refund - Account Credit	
Check	07/28/2016	76191 Utility Management Refund	VAZQUEZ , JORGE M			151.97
	Account Type		Account Number	Transaction Date	Transaction Type	
1BYPAYABLE 1st BY Accounts Payable Totals:			Transactions: 7			$2,572.65
	Checks:	7	$2,572.65			

Prepared By:
Maggie Dominguez
Date: 7/28/16

Schedule I

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	642789		07/06/2016	PISTON FOR NEW FIRETRUCK	1,126.81	
Check	07/28/2016	76226	Accounts Payable	URQUIJO LASTRA, SALVADOR		340.00
	Invoice		Date	Description	Amount	
	2017-00000056		07/28/2016	SERVICES RENDERED OF UMPIRE FOR WOMENS SOFTBALL LEAGUE 2016	340.00	
Check	07/28/2016	76227	Accounts Payable	YUMA ATTORNEY SERVICE		86.00
	Invoice		Date	Description	Amount	
	2017-00000040		07/28/2016	ARTURO GARCIA TO COMPLY WITH AZ ELECTION LAW	86.00	
Check	07/28/2016	76228	Accounts Payable	YUMA OFFICE EQUIPMENT		25.00
	Invoice		Date	Description	Amount	
	157341		07/13/2016	PAYMENT IS FOR THE EXPEDIATED DELIVERY OF TONER	25.00	
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 37		$33,291.94

Checks: 37 $33,291.94

Prepared By:
Maggie Dominguez
Date: 7/28/16

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/28/2016	76192	Accounts Payable	ARCIGA, CARLOS		100.00
	Invoice		Date	Description		Amount
	ARCIGA 072816		07/28/2016	REIMBURSEMENT - STEEL TOE BOOTS		100.00
Check	07/28/2016	76193	Accounts Payable	ARIZONA FURNISHINGS		1,092.24
	Invoice		Date	Description		Amount
	94547		07/19/2016	SLIDING DOOR FOR COUNCIL'S STORAGE CUBICLE		1,092.24
Check	07/28/2016	76194	Accounts Payable	ARIZONA PUBLIC SERVICE		1,420.89
	Invoice		Date	Description		Amount
	181722289JULY16		07/14/2016	ELECTRICITY - 6 LOCATIONS		1,420.89
Check	07/28/2016	76195	Accounts Payable	BARAJAS , ABIGAIL M		160.00
	Invoice		Date	Description		Amount
	2017-00000054		07/28/2016	SERVICES RENDERED OF SCOREKEEPER FOR WOMEN'S SOFTBALL LEAGUE 16		160.00
Check	07/28/2016	76196	Accounts Payable	BOTELLO , EMMANUEL		280.00
	Invoice		Date	Description		Amount
	BOTELLO 072816		07/28/2016	TRAVEL - INTERNATIONAL LATINO GANG INVESTIGATORS ASSOCIATION		280.00
Check	07/28/2016	76197	Accounts Payable	CUEN , BERNARDO		150.00
	Invoice		Date	Description		Amount
	2017-00000058		07/28/2016	SERVICES RENDERED OF SCOREKEEPER FOR KICKBALL LEAGUE 2016		150.00
Check	07/28/2016	76198	Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC		74.00
	Invoice		Date	Description		Amount
	30624		07/13/2016	DOCUMENT SHREDDING SERVICE FOR SLDP		74.00
Check	07/28/2016	76199	Accounts Payable	GARCIA , JESUS		100.00
	Invoice		Date	Description		Amount
	2017-00000055		07/28/2016	SERVICES RENDERED OF UMPIRE FOR WOMENS SOFTBALL LEAGUE 2016		100.00
Check	07/28/2016	76200	Accounts Payable	GONZALEZ, JESUS E		97.56
	Invoice		Date	Description		Amount

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	GONZALEZ 072816		07/28/2016	REIMBURSEMENT - STEEL TOE BOOTS	97.56	
Check	07/28/2016	76201	Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC		548.48
	Invoice		Date	Description	Amount	
	5684543		07/18/2016	MEDICAL SUPPLIES FOR SLFD	548.48	
Check	07/28/2016	76202	Accounts Payable	GUZMAN , FRANCISCA		50.00
	Invoice		Date	Description	Amount	
	13/2016		07/13/2016	TRANSLATING SERVICES DURING COUNCIL MEETING - 071316	50.00	
Check	07/28/2016	76203	Accounts Payable	JACUINDE , ANITA		310.00
	Invoice		Date	Description	Amount	
	2017-00000053		07/28/2016	SERVICES RENDERED OF SCOREKEEPER FOR WOMENS SOFTBALL LEAGUE 2016	140.00	
	2017-00000060		07/28/2016	SERVICES RENDERED OF SCOREKEEPER FOR KICKBALL LEAGUE 2016	170.00	
Check	07/28/2016	76204	Accounts Payable	KCEC LA CAMPESINA 104.5FM		3,000.00
	Invoice		Date	Description	Amount	
	2017-00000041		07/28/2016	PAYMENT FOR RADIO PUBLICITY OF OUR FOURTH OF JULY EVENT	3,000.00	
Check	07/28/2016	76205	Accounts Payable	LAWSON PRODUCTS INC.		198.93
	Invoice		Date	Description	Amount	
	9304237369		07/18/2016	PURCHASE OF PARTS FOR WELDING MACHINE AT CITY SHOP	198.93	
Check	07/28/2016	76206	Accounts Payable	MARTINEZ, JOSE ALFREDO		270.00
	Invoice		Date	Description	Amount	
	2017-00000057		07/28/2016	SERVICES RENDERED FOR UMPIRE OF KICKBALL LEAGUE SUMMER 2016	270.00	
Check	07/28/2016	76207	Accounts Payable	MEDINA, JOSE		306.00
	Invoice		Date	Description	Amount	
	2017-00000059		07/28/2016	SERVICES RENDERED OF UMPIRE FOR KICKBALL LEAGUE 2016	306.00	
Check	07/28/2016	76208	Accounts Payable	ONE SOURCE DISTRIBUTOR LLC		1,792.05
	Invoice		Date	Description	Amount	
	S5142764.001		07/13/2016	ANALOG CURRENT OUTPUT FOR PROGRAMMABLE	1,792.05	
Check	07/28/2016	76209	Accounts Payable	PITNEY BOWES CREDIT CORP		98.35

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	9432825JULY16		07/28/2016	MAILING SYSTEM FOR COURT - JULY 2016		98.35
Check	07/28/2016	76210	Accounts Payable	PREPAID LEGAL SERVICES		275.07
	Invoice		Date	Description		Amount
	2017-00000043		07/28/2016	INSURANCE FOR JUNE 2016		91.69
	2017-00000044		07/28/2016	INSURANCE FOR JULY 2016		183.38
Check	07/28/2016	76211	Accounts Payable	RAMON MOSQUEDA		133.50
	Invoice		Date	Description		Amount
	1723		07/07/2016	EMBROIDERY FOR T.MARTINEZ - UTILITIES		12.00
	1777		07/21/2016	EMBROIDERY SERVICES FOR E.GONZALEZ		121.50
Check	07/28/2016	76212	Accounts Payable	RAMOS , MARIA CECILIA		158.35
	Invoice		Date	Description		Amount
	RAMOS 072816		07/28/2016	REIMBURSEMENT - LODGING CHARGES - AZ MEX COMMISSION		158.35
Check	07/28/2016	76213	Accounts Payable	REDBURN TIRE COMPANY		4,171.55
	Invoice		Date	Description		Amount
	11019035		07/18/2016	PURCHASE OF TIRES FOR WATER DEPT VIN# 8302		589.87
	11019039		07/18/2016	PURCHASE OF TIRES FOR SOLID WASTE DEPT VIN# 9937		1,461.04
	11019040		07/18/2016	PURCHASE OF TIRES FOR PARKS DEPT VIN# 1739		144.17
	11019073		07/19/2016	PURCHASE OF TIRES FOR WASTEWATER DEPT VIN# 4835		198.36
	11019110		07/22/2016	PURCHASE OF TIRES FOR SOLID WASTE DEPT VIN# 8969		1,447.46
	11018956		07/25/2016	PURCHASE OF TIRES FOR PARKS DEPT VIN# 9077		113.83
	11018955		07/25/2016	PURCHASE OF TIRES FOR PARKS DEPT VIN# 5841		216.82
Check	07/28/2016	76214	Accounts Payable	REYES, VICTOR		100.00
	Invoice		Date	Description		Amount
	REYES 072816		07/28/2016	REIMBURSEMENT - STEEL TOE BOOTS		100.00
Check	07/28/2016	76215	Accounts Payable	ROMINE , CORA MAE		3,500.00
	Invoice		Date	Description		Amount
	006		07/25/2016	PRO-TEMP JUDGE SERVICES RENDERED AT THE COURT		3,500.00
Check	07/28/2016	76216	Accounts Payable	SAFETY-KLEEN CORPORATION		331.13

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	70769228		07/14/2016	SOLVENT WASHER MAINTENANCE	331.13	
Check	07/28/2016	76217	Accounts Payable	SAN LUIS AIR CONDITIONING LLC		2,193.00
	Invoice		Date	Description	Amount	
	16-551		07/02/2016	INSTALLATION OF COMPRESSOR TO 10 TON TRANE UNIT AT CITY HALL	2,193.00	
Check	07/28/2016	76218	Accounts Payable	SANFORD , JAMES		1,358.24
	Invoice		Date	Description	Amount	
	SH 14834		07/18/2016	UNIFORM SHIRTS FOR FIREFIGHTERS	1,358.24	
Check	07/28/2016	76219	Accounts Payable	SEARS ROEBUCK & CO.		3,690.93
	Invoice		Date	Description	Amount	
	2017-00000052		07/28/2016	NEW WASHER AND DRYER FOR FIRE STATION	3,243.38	
	2017-00000061		07/28/2016	PURCHASE OF TOOLS FOR CITY SHOP	447.55	
Check	07/28/2016	76220	Accounts Payable	STANDARD PRINTING COMPANY, INC		1,248.50
	Invoice		Date	Description	Amount	
	247136		07/06/2016	OUTSOURCE FOR PRINTING/PREPARING MONTHLY UTILITY BILL	1,248.50	
Check	07/28/2016	76221	Accounts Payable	STAR SANITATION LLC		2,465.05
	Invoice		Date	Description	Amount	
	60208		07/08/2016	RENTAL OF PORTABLE RESTROOMS TO BE USED FOR 4TH OF JULY EVENT	2,465.05	
Check	07/28/2016	76222	Accounts Payable	SUN RENTAL AND SALES INC.		1,717.05
	Invoice		Date	Description	Amount	
	174379		07/19/2016	PURCHASE OF EQUIPMENT NEEDED FOR PARKS EMPLOYEES	1,717.05	
Check	07/28/2016	76223	Accounts Payable	TORRES , CRISTIAN		120.00
	Invoice		Date	Description	Amount	
	070716		07/07/2016	RENTAL OF CHAIRS AND TABLES FOR FOURTH OF JULY EVENT	120.00	
Check	07/28/2016	76224	Accounts Payable	TRANSWESTERN INSURANCE ADMIN		203.26
	Invoice		Date	Description	Amount	
	2017-00000042		07/28/2016	INSURANCE FOR JULY 2016	203.26	
Check	07/28/2016	76225	Accounts Payable	UNITED FIRE		1,126.81

Schedule J

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/28/2016	76229	Accounts Payable	SEARS ROEBUCK & CO.		3,243.38
	Invoice		Date	Description		Amount
	2017-00000052		07/28/2016	NEW WASHER AND DRYER FOR FIRE STATION		3,243.38
Check	07/28/2016	76230	Accounts Payable	SEARS ROEBUCK & CO.		447.55
	Invoice		Date	Description		Amount
	2017-00000061		07/28/2016	PURCHASE OF TOOLS FOR CITY SHOP		447.55
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 2		$3,690.93

Checks: 2 $3,690.93

Prepared By:
Maggie Dominguez
Date: 7/28/16

Schedule K

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable
Batch Date: 07/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/28/2016	76231	Accounts Payable	YUMA COUNTY		250.98

Invoice	Date	Description	Amount
75913134	07/28/2016	DELINQUENT INSTALLMENT/LAND F/ LIFTSTATION DIVERTING WW TO EWWTP	250.98

1BYPAYABLE 1st BY Accounts Payable Totals: Transactions: 1 $250.98

Checks: 1 $250.98

Prepared By:
Maggie Dominguez
Date: Maggie D. 7/28/16

Schedule L

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	PSPRS 072216		07/28/2016	PSPRS 072216	34,628.56	
Check	07/28/2016	76241	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		109.35
	Invoice		Date	Description	Amount	
	rw		07/28/2016	RW 072216	109.35	
Check	07/28/2016	76242	Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC		360.00
	Invoice		Date	Description	Amount	
	2017-00000048		07/28/2016	539 - ASK COPS - SLPD	360.00	
Check	07/28/2016	76243	Accounts Payable	STANDARD INSURANCE CO.		6,508.07
	Invoice		Date	Description	Amount	
	life insurance 7		07/28/2016	life insurance 722	6,508.07	
Check	07/28/2016	76244	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		3,363.14
	Invoice		Date	Description	Amount	
	SPC 072216		07/28/2016	SPC 072216	3,363.14	
Check	07/28/2016	76245	Accounts Payable	UNITED WAY OF YUMA COUNTY INC.		28.00
	Invoice		Date	Description	Amount	
	2017-00000049		07/28/2016	705 - UNITED WAY	28.00	
Check	07/28/2016	76246	Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF		662.50
	Invoice		Date	Description	Amount	
	2017-00000050		07/28/2016	543 - IAFF- FIRE DEPT	662.50	
Check	07/28/2016	76247	Accounts Payable	ZIONS FIRST NATIONAL BANK		85.00
	Invoice		Date	Description	Amount	
	2017-00000051		07/28/2016	533 - GARNISHMENT	85.00	
1BYPAYABLE 1st BY Accounts Payable Totals:				Transactions: 16		$48,964.40

Checks: 16 $48,964.40

Prepared By:
Maggie Dominguez
Date: 7/28/16

City of San Luis

Payment Batch Register

Bank Account: 1BYPAYABLE - 1st BY Accounts Payable

Batch Date: 07/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1BYPAYABLE - 1st BY Accounts Payable						
Check	07/28/2016	76232	Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT		164.31
	Invoice		Date	Description		Amount
	2017-00000045		07/28/2016	532 - GARNISHMENT - CHILD SUPPORT		164.31
Check	07/28/2016	76233	Accounts Payable	FOP/ALC		356.00
	Invoice		Date	Description		Amount
	2017-00000046		07/28/2016	714 - FOP/ALC		356.00
Check	07/28/2016	76234	Accounts Payable	INTERNAL REVENUE SERVICE		50.00
	Invoice		Date	Description		Amount
	2017-00000047		07/28/2016	533 - GARNISHMENT		50.00
Check	07/28/2016	76235	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS		126.00
	Invoice		Date	Description		Amount
	BUC072216		07/28/2016	BUC 072216		126.00
Check	07/28/2016	76236	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		157.50
	Invoice		Date	Description		Amount
	072216 EORPE		07/28/2016	072216 EORPE		157.50
Check	07/28/2016	76237	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		264.96
	Invoice		Date	Description		Amount
	alt ppe 072216		07/28/2016	ALT PPE 072216		264.96
Check	07/28/2016	76238	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		2.26
	Invoice		Date	Description		Amount
	EODCRS 72216		07/28/2016	EODCRS 070916		2.26
Check	07/28/2016	76239	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		2,098.75
	Invoice		Date	Description		Amount
	EORP 072216		07/28/2016	EORP 072216		2,098.75
Check	07/28/2016	76240	Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY		34,628.56
	Invoice		Date	Description		Amount

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. A.**

Meeting Date: 08/10/2016

Department Head: Hank Green, Fire Chief, Fire Department

Submitted By: Hank Green, Fire Chief, Fire Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding possible purchase of ambulances and related equipment. **(Hank Green, Fire Chief)**

SUMMARY:

The City of San Luis Fire Department desires the purchase of additional ambulance vehicles to provide full ambulance service to the residents of San Luis.

The City of San Luis has a long standing intergovernmental relationship with the City of Somerton to provide proper ambulance public safety service to Southern Yuma County. As Council is aware, the City applied for its own Certificate of Necessity (CON) to operate an ambulance service, and as part of that process, entered into a Memorandum of Understanding (MOU) as well as Intergovernmental Agreements (IGAs) with the City of Somerton by which the two cities committed to continue joint cooperation with each other.

The MOU provided that San Luis would rent two (2) ambulances from Somerton for a period of five (5) years at a particular rental rate. Somerton agreed that at all times the rented ambulances would be less than five (5) years old. On the advent of the granting of the CON, a draft of a proposed intergovernmental agreement for ambulance rental was prepared consistent with the MOU. Upon review, Somerton determined they no longer desired to rent vehicles and stated they might wish to downsize their fleet. A request was made by their City Manager for San Luis to consider buying upwards of two (2) vehicles. While no written agreement exists, an informal understanding was reached that the matter would be left to the two Fire Chiefs to decide what vehicles and at what price such a sale might be made. The City of San Luis through the San Luis Fire Department has committed to purchase their "surplus" ambulances, upon the initiation of the City of San Luis Fire Department's initiation of its ambulance services.

To that end, the City of San Luis Fire Department has initiated discussions with the City of Somerton and the Somerton-Cocopah Fire Department regarding which of their vehicles would be for sale and their asking price. The City of Somerton has provided pricing of $25,000.00 for each of the two (2) ambulances.

Captains of the San Luis Fire Department have limited confidence regarding the reliability of the offered vehicles and seriously question the asking price, based upon age, mileage and condition. The City Attorney's Office has advised that the City may not pay more than fair market value. The San Luis Fire Department requested funding for the purchase of two (2) ambulances from the Somerton-Cocopah Fire Department. Research by the Captains of San Luis Fire Department yielded a comparable value of $4,000.00 to $10,000.00 when similar vehicles could be located. Our Capital Budget Request was based upon this research and included an amount to remount the patient compartment onto a new cab and chassis. We have since learned that such cannot be done cost effectively with respect to the two

(2) vehicles selected by Somerton,

Additionally, feedback from the ambulance repair facility used for the cab and chassis remount of SLM1 two (2) years ago expressed concern and trepidation to mount an “old” patient compartment onto a new cab and chassis, citing wear and tear on the patient compartment and the potential inability to bring the aged structure up to present standards.

Our contact at the repair facility gave a value of the two (2) vehicles we described as “about $3,000.00 to $5,000.00, at best”. When he was informed about the new motors being installed into these vehicles, he replied that the cab, chassis, drive train, steering and patient compartment had still endured 270,000 miles of wear and tear and any assurance of extended life was questionable, despite the new engines.

While San Luis Fire Department believes the value of the two (2) vehicles combined is most likely not more than $10,000.00, nonetheless a price of up to $14,000.00 for both ambulances can be justified. Regardless, it is possible that Somerton may believe they are worth more, either because Somerton believes it can get more on the open market or believes that these vehicles are worth more to them as part of the operational fleet since the cost of replacement is more than the price San Luis is offering. A willing buyer and a willing seller sometimes can agree to disagree. San Luis is committed to honoring its agreements, and committed to working with Somerton.

San Luis Fire Department personnel have identified multiple sources of used ambulance vehicles which offer vehicles a few years newer than the Somerton-Cocopah Fire Department vehicles, with significantly fewer miles and at considerably lower prices. The sources and prices are shown on an attachment. Because these are used units, and like kind bidding between used units is, for all practical purposes, nearly impossible, it is requested that the formal bidding procedures of the City Code be waived.

San Luis Fire Department is requesting direction and authorization to move forward with the purchase of ambulances essential to full implementation of our ambulance services. San Luis Fire Department has identified the following possible courses of action:

Somerton-Cocopah Fire Department Vehicles

- Continue negotiation with City of Somerton and Somerton-Cocopah Fire Department to obtain the best price possible for their ambulances, even if we agree to disagree on price, and therefore purchase, we maintain an honorable relationship with our sister city to the north.
    - If both cities can agree on price, retain the two (2) Somerton-Cocopah Fire Department ambulances as reserve (back-up) ambulances at San Luis Fire Department or
    - convert the least desirable of the two (2) Somerton-Cocopah Fire Department ambulances into a rehabilitation vehicle.

Purchase of Frontline Ambulances and Equipment

- Pursue negotiation with an identified vendor of two (2) ambulances in the greater Los Angeles area for a few years newer and with as much as 50% less mileage.
- Install necessary gurneys, gurney systems, radios, MDCs and equipment in the two (2) California ambulances and place them into frontline service at San Luis Fire Department.

San Luis Fire Department believes the course of action outlined above can be completed within established funding allocations.
San Luis Fire Department is asking for the following authority:

1. Authority to purchase the two (2) ambulances from California so that there are three (3) operational “front-line” vehicles ready to put into service. Such authority would include waiving the bidding requirements of the Purchasing Code.
2. Continue to negotiate with Somerton-Cocopah Fire Department. Council should consider possibly giving directions to staff setting a ceiling on price and/or setting a time limit for the negotiations.
3. Purchase a gurney loading system from our vendor of June 2015, to insure compatibility and

uniformity of product such that at least three (3) front line vehicles are similarly equipped. The purchase of such a system cannot be secured from multiple sources, since it is subject to exclusive patents and licensing, therefore this purchase would be exempt from formal bidding requirements pursuant to Section 36.02 of the City Code.

RECOMMENDATION / SUGGESTED MOTION:

Note: These are three (3) separate motions, each to be taken up separately:

1. I MOVE TO AUTHORIZE AND APPROVE AN OFFER TO AMBULANCE TRADER FOR TWO (2) AMBULANCES FOR AN AMOUNT NOT TO EXCEED $_____ AND, IF ACCEPTED, TO ENTER INTO AN APPROPRIATE CONTRACT FOR PURCHASE, AND PURSUANT TO THE AUTHORITY OF SECTION 36.01 OF THE CITY CODE TO WAIVE ALL FORMAL PURCHASING REQUIREMENTS.

2. I MOVE TO INSTRUCT STAFF TO PURSUE NEGOTIATIONS TO PURCHASE TWO (2) AMBULANCES FROM THE CITY OF SOMERTON AND THE SOMERTON-COCOPAH FIRE DEPARTMENT FOR A TOTAL PRICE NOT TO EXCEED $_____ AND THAT IN THE EVENT THAT NEGOTIATIONS CANNOT BE CONCLUDED ON OR BEFORE _____ THAT STAFF IS INSTRUCTED TO PRESENT TO COUNCIL AN ALTERNATIVE PROPOSED PLAN OF OPERATION FOR ITS CONSIDERATION.

3. I MOVE TO AUTHORIZE AND APPROVE THE PURCHASE OF A GURNEY LOADING SYSTEM FROM STRYKER EMS FOR A PRICE NOT TO EXCEED _____ AND FURTHER MOVE TO ACKNOWLEDGE THAT THE FORMAL PURCHASING REQUIREMENTS OF THE CITY CODE DO NOT APPLY AS IS PERMITTED UNDER SECTION 36.02, EXCLUSIVE SERVICES, SINCE A LOADING SYSTEM THAT IS COMPATIBLE WITH EXISTING EQUIPMENT OF THE CITY CANNOT BE SECURED FROM OTHER PERSONS OR COMPANIES.

Supporting information not attached to the Agenda Item Review Form:

No 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:	YES
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	NTE $142,000
BUDGETED:	YES
AVAILABLE TO TRANSFER:	N/A
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	340-341-90000 Ambulance Fund Captial Outlay Equipment ambulance Fund: $154,000

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

Funds allocated in FY17 Capital Project Budget

340-341-9000: Ambulance Fund, purchase of Medic 2
340-341-9000: Ambulance Fund, purchase of Medic 3
340-341-9000: Ambulance Fund, purchase of STRYKER electric gurney and loading system for Medic 3

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. B.**

Meeting Date: 08/10/2016

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on Resolution No. 1156. A Resolution of the Mayor and City Council of the City of San Luis, Arizona providing a thirty-day notice to terminate the Intergovernmental Agreement for Provision of Fire Personnel Services between the City of San Luis and the City of Somerton dated October 14, 2015. **(Hank Green, Fire Chief)**

SUMMARY:

Once the purchase approvals are in place, the San Luis Fire Department will be equipped with sufficient ambulances and staff within the next thirty days to operate the San Luis ambulance service independently from the City of Somerton. Staff recommends approval of Resolution 1156 giving Somerton the thirty-day notice to terminate the agreement according to the terms of Intergovernmental Agreement for Provision of Fire Personnel Services.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1156.

Supporting information not attached to the Agenda Item Review Form:

The supporting information is attached to this Agenda Item Review Form

Document to be Recorded?: Yes

City Clerk's Office

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):

The termination of the Intergovernmental Agreement with Somerton for Fire Personnel Services will mean the implementation of Ambulance Services for San Luis independently. There will be the entire budgeted operations for the enterprise as well as the projected revenue and the projected savings to the San Luis Fire Department.

Attachments

Res No 1156

IGA Somerton Fire Srvcs

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 1156

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA PROVIDING A THIRTY-DAY NOTICE TO TERMINATE THE INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF FIRE PERSONNEL SERVICES BETWEEN THE CITY OF SAN LUIS AND THE CITY OF SOMERTON DATED OCTOBER 14, 2015

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona as follows:

Section 1: That by way of this Resolution, the City of San Luis gives to the City of Somerton thirty (30) days of notice of termination of the Intergovernmental Agreement, attached to this resolution as Exhibit "A."

Section 2: In the event of a conflict between the provisions of this resolution and any other resolution, ordinance, regulation, or policy of the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this resolution shall govern.

Section 3: If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

Section 4: That the appropriate City officials are hereby authorized and directed to take all actions that may be necessary to terminate said agreement.

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

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM
Kay Marion Macuil
Kay Marion Macuil, City Attorney

2015-28775 RESOLUTION
12/29/2015 09:19:31 AM Pages: 9 Fees: $10.00
Requested By:CITY OF SAN LUIS/CLERKS OFFICE
Recorded By: askaggs
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

CITY OF SAN LUIS
ATTN: SONIA CORNELIO, CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349

The above area is to be reserved for recording information

****

CAPTION HEADING:

Resolution No. 1116
A resolution of the Mayor and Council of the City of San Luis, Arizona approving Intergovernmental Agreement between the City of San Luis , Arizona and the City of Somerton, Arizona for firefighter personnel services

RECEIVED

JAN 1 1 2016

Office of the City Clerk
City of San Luis, Arizona

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 1116

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND THE CITY OF SOMERTON, ARIZONA FOR FIREFIGHTER PERSONNEL SERVICES

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement, as attached hereto as Exhibit "A", is hereby ratified and approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any and all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 14th day of October, 2015.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

for Kay Marion Maaud
Glenn Gimbut
City Attorney

INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF FIRE PERSONNEL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is entered into on the 14th day of October, 2015 by and between the City of Somerton, Arizona, an Arizona municipal corporation, dba Somerton Fire Department ("Somerton"), and the City of San Luis, Arizona, dba San Luis Fire Department, an Arizona municipal corporation ("San Luis").

RECITALS

A. Whereas, Somerton and San Luis entered into an Intergovernmental Agreement for the provision of fire personnel services dated June 22, 2011, hereinafter referred to as "2011 Fire Personnel IGA"; and

B. Whereas, Somerton desires to continue to provide and station fire personnel in the San Luis; and

C. Whereas, San Luis desires to provide for the health, safety and general welfare of its citizens, residents, and inhabitants with respect to fire services; and

D. Whereas, A.R.S. §9-500.20 provides, in part, that a city or town may provide or assist in providing emergency fire and emergency medical services outside of its corporate limits if those services are provided at the request of any fire department; and

E. Whereas, A.R.S. §11-952 provides that cities may enter into agreements for joint or cooperative action; and

F. Whereas, Somerton and San Luis desire to enter into this agreement on the terms and conditions hereinafter stated;

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing, the mutual promises, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Commencement Date**. The parties hereto hereby acknowledge and agree that the 2011 Fire Personnel IGA shall continue in full force and effect according to its terms until such time as this agreement shall commence. This Agreement shall commence on the date of the final approval of this Agreement by the parties hereto and execution hereof by their authorized agents, and at such time as the City of San Luis commences operation of an

ambulance in accordance with the certificate of necessity granted to the City of San Luis by the Arizona Department of Health Services.

2. **Term.** The term of this Agreement shall be for two years from the date described in paragraph 2, above. Either party may terminate this agreement at any time upon giving thirty (30) days written notice to the other party.

3. **Placement and Housing of Firefighters.** Somerton desires to station fire personnel in the City of San Luis in order to support its operations. Said personnel shall be available for fire and emergency medical services in the City of San Luis. Said personnel may be housed at fire department facilities of San Luis. The personnel stationed shall, at a minimum, be at least one firefighter who is a qualified paramedic, and one firefighter who is a qualified emergency medical technician.

4. **Housing Charge.** Somerton may locate and house its firefighting personnel at the San Luis Fire Station. Such personnel may use all facilities of the San Luis Fire Station including showers, restrooms, laundry facilities, and bed facilities. San Luis shall charge Somerton a fee of $125.00 per day per firefighter housed and stationed at the San Luis Fire Station. In the event Somerton faces financial exposure as a result of stationing personnel within San Luis, San Luis agrees that it will modify charges accordingly. At all times actual out of pocket costs of San Luis will be paid.

5. **Administrative Control and Staffing.** Personnel of Somerton stationed in San Luis shall be available to perform emergency services to all areas served by the Somerton Cocopah Fire Department. San Luis remains committed to assist Somerton pursuant to all mutual aid agreements. The Fire Chief of San Luis is hereby appointed a Deputy Chief of the Somerton Cocopah Fire Department, at no cost to Somerton, for the purposes of scheduling, supervision, and operation of the stationed personnel of Somerton. .

6. **Insurance.**

Somerton shall carry all insurance with respect to its personnel and operations in the municipal limits of San Luis as may be required by all federal, state, county, and local laws, ordinances, charters, rules, regulations and codes.

7. **Indemnity by Somerton**.

(a) To the fullest extent permitted by law, Somerton shall defend, indemnify and hold harmless San Luis, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from and against all claims, lawsuits or assertions of liability, caused in whole or in part by any negligent act or omission of Somerton or any of its employees or agents arising out of its operations.

(b) Somerton's duty to defend, indemnify and hold harmless San Luis, its agents, representatives, officers, directors, officials and employees shall arise in connection with

any claim, damage, loss or expense (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that is attributable to personal or 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 negligent act or omission of Somerton or any of its employees or agents with regards to its operations in the municipal limits of San Luis.

(c) Somerton agrees to indemnify, defend and hold harmless the San Luis, Mayor and Council, appointed boards and Commissions, officials, officers, and employees, individually and collectively from and against any and all penalties and damages incurred by San Luis as a result of Somerton's failure to obtain any permit or license required under, or to comply with any applicable laws, ordinances or regulations.

(d) The amount and/or types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of indemnity in this Section.

8. **Indemnity by San Luis**.

(a) To the fullest extent permitted by law, San Luis shall defend, indemnify and hold harmless Somerton, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from and against all claims, lawsuits or assertions of liability, caused in whole or in part by any negligent act or omission of San Luis or any of its employees or agents..

(b) San Luis's duty to defend, indemnify and hold harmless Somerton, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that is attributable to personal or 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 negligent act or omission of San Luis or any of its employees or agents.

(c) San Luis agrees to indemnify, defend and hold harmless Somerton, its Mayor and Council, appointed boards and Commissions, officials, officers, and employees, individually and collectively from and against any and all penalties and damages incurred by Somerton as a result of San Luis's failure to obtain any permit or license required under, or to comply with any applicable laws, ordinances or regulations.

(d) The amount and types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of indemnity in this Section

(e) San Luis agrees to indemnify and hold Somerton harmless from any and all claims, damage, loss or expense (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that is attributable to any legal challenge to the efficacy of this agreement.

19. **Arbitration and Default**

A. Representatives. To further the cooperation of the parties in implementing this Agreement, Somerton and San Luis each shall designate and appoint a representative to act as a liaison between Somerton and San Luis. The initial representative for the Somerton (the "Somerton Representative") shall be its Fire Chief and the initial representative for San Luis (the San Luis Representative) shall be its Fire Chief. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement. .

B. Arbitration. In the event of any dispute arising between the parties involving this Agreement or any matter relating to the corporation, the parties agree to binding arbitration, to be conducted pursuant to the Rules of Arbitration utilized in Yuma County, Arizona Superior Court, Local Rule X. Arbitration shall include reasonable attorney fees and costs to the prevailing party.

C. Default. Failure or unreasonable delay be any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, termination. specific performance, and/or the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

10. **Conflict of Interest; Representatives Not Individually Liable**.

A. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of either Somerton or San Luis shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

B. No Personal Liability. No member, official or employee of Somerton or San Luis shall be personally liable to either party to this agreement, or any successor or assignee, (a) in the event of any default or breach by either party, (b) for any amount which may become due to either party, or (c) pursuant to any obligation of either party under the terms of this Agreement.

11. **Miscellaneous Provisions**

A. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to San Luis: City Administrator
P.O. Box 1170
1090 East Union Street
City, AZ 85349

If to Somerton: City Administrator
P.O. Box 638
110 North State Street
Somerton, AZ 85350

or such other addresses as either party may from time to time designate in writing and deliver in a like manner . Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

B. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

C. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

D. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

E. Compliance With A.R.S. § 23-214. A.R.S. §23-214 imposes requirements upon employers to verify the employment eligibility of all of its employees as set forth in that statute and its related definitions. Both the City of Somerton and the City of San Luis hereby represent that they are in compliance with said law and will continue to be in compliance. By signing below, each represents and warrants that they are in full compliance with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and they shall remain in compliance during the term of this agreement.

F. Entire Agreement. This Agreement, including the following exhibits, constitutes the entire agreement between the parties.

G. Amendment of the Agreement. This Agreement may be amended, in whole or in part, only with the mutual written consent of the parties to this Agreement or by their successor in interest or assigns. The parties shall record the amendment or cancellation in the official records of the Yuma County Recorder.

H. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

I. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue.

J. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the parties execute such agreement amendment or cancellation.

K. Attorney's Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorney's fees and court costs.

L. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

M. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

N. Non-Liability of Municipal Officials and Employees Except for mandamus and other special actions, no member, official or employee of either Somerton or San Luis shall be personally liable to either party, or any successor in interest, in the event of any default or breach by either party or for any amount that may become due to either party or successor, or under any obligation under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF SAN LUIS, an Arizona Municipal Corporation

By: _____
Mayor

Attest:

By: _____
Clerk

THE CITY OF SOMERTON, an Arizona Municipal Corporation

By: _____
Mayor

Attest:

_____
Clerk

APPROVAL BY ATTORNEY

I hereby state that I am an attorney for City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(d) have determined that the above agreement is in proper form and is within the powers and authority granted to The City of City, Arizona under the laws of the State of Arizona.

Dated this 14 day of October ~~200~~ KMM 2015

Kay Marion Macias
for City Attorney

APPROVAL BY ATTORNEY

I hereby state that I am the attorney for the City of Somerton, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(d) have determined that the above agreement is in proper form and is within the powers and authority granted to the City of Somerton, Arizona under the laws of the State of Arizona.

Dated this 17 day of Nov. 2015

_____
City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. C.**

Meeting Date: 08/10/2016

Department Head: Eulogio Vera, Public Works Director, Public Works Department

Submitted By: Liliana Evangelista, Administrative Coordinator, Public Works Department

Action Requested:

ITEM:

Discussion and possible action on any and all matters regarding authorization to award a construction contract to Robert E. Porter Construction Co., Inc. for the East Wastewater Treatment Plant concrete basin repairs. **(Eulogio Vera, Public Works Director).**

SUMMARY:

Staff is proposing a contract be awarded to Robert E. Porter Construction Co., Inc. for the East Wastewater Treatment Plant (WWTP) concrete basin crack repairs and crystalline waterproofing. Project will consist of surface preparation, cleaning, joint tape repairs on designated cracks and additional cracks as necessary. Following the crack repairs, the designated floors and walls will have necessary surface preparation, cleaning as required by the manufacturer for the installation of a crystalline waterproofing system. Project went out to bid and Robert E. Porter Construction Co., Inc. was the lowest bidder with a bid of **$347,072.00.** As part of the bidding requirements, contractor needed to have recent experience in multiple projects of similar complexity and Robert E. Porter Construction Co., Inc. meets that requirement.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ACCEPT THE BID OF ROBERT E. PORTER CONSTRUCTION CO., INC. AND AUTHORIZE APPROPRIATE STAFF TO TAKE ALL ACTIONS NECESSARY TO EXECUTE THE CONTRACT IN THE AMOUNT OF $347,072.00.

Supporting information not attached to the Agenda Item Review Form:

The Supporting information is attached to this Agenda Item Review Form.

Document to be Recorded?:

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$347,072.00
BUDGETED:	$347,072.00

AVAILABLE TO TRANSFER:	0.00
GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE:	310-311-90015.350 Capital Outlay-CIP Water System Remaining Balance: $3,533,000.00

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

Bond funds will be used to pay for this project and impact fee fund will be use to payback this project's expense to the bond fund.

Attachments

Ad for Bid-East WWTP Basin Repair

Bid Tab - East WWTP Basin Repair

Bid - Robert E. Porter Construction

Contract-East WWTP Basin Repair



ADVERTISEMENT FOR BIDS

City of San Luis
San Luis, AZ
East WWTP Basin Repair

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the San Luis East WWTP Basin Repair will be received by City of San Luis, at the office of the City Clerk at 1090 E. Union Street, San Luis, AZ 85349 **until 4:00 PM** (local time) **Thursday, May 26, 2016** at which time the Bids received will be publically opened and read. The Project consists the concrete tank crack repairs and crystalline waterproofing. The crack repairs and crystalline waterproofing shall include, but are not limited to the following: surface preparation, cleaning, joint tape repairs on designated cracks and additional cracks as necessary. Following the crack repairs, the designated floors and walls will have necessary surface preparation, cleaning as required by the manufacturer for the installation of a crystalline waterproofing system.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form.

Electronic Bidding Documents may be viewed by registering on Quest CDN downloaded (fee of $10.00) at the following web address. Cost of Bidding Documents and shipping is non-refundable.
http://qap.questcdn.com/qap/projects/prj_browse/ipp_browse_grid.html?orderby=&group=4145211&provider=4145211. For questions regarding obtaining the Bidding Documents, please contact Andrea Kosciulek of PACE (Engineer) at (602) 502-9683 or **akosciulek@pacewater.com**.

A MANDATORY pre-bid conference will be held at **1:00 PM** local time on **Tuesday, May 17, 2016** at the San Luis City Hall at 1090 E. Union Street, San Luis, AZ 85349. A site visit will immediately follow this meeting.
CITY OF SAN LUIS, ARIZONA
Daily May 8, 15, 2016 - 00092170

East WWTP Basin Repair

Bid Date: May 26, 2016 @ 4:00 pm Office of the City Clerk, 1090 E. Union Street, San Luis, AZ 85349

Contractor	Recv'd On Time	Bid Bond	Quals Pkg	Evidence (to do Bus.)	License Type B or Higher	Receipt Addend.	Required Lists	Bid Amounts						
							Subcon/ Supplier/ Reference	Mobilization & Demobiliation	Concrete Crack Repair	Crystalline Waterproof	Warranty Included	Total Bid Price	Bid Alternate #1	Adjusted Total Bid Price
Porter	Y / N	Y / N	Y / N	Y / N	Y / N		Y / N	$ 147,553.00	$ 42,949.00	$ 156,567.00	Y	$ 347,069.00	$ 35,216.00	$ 382,285.00
LPC	Y / N	Y / N	Y / N	Y / N	Y / N		Y / N	$ 41,676.00	$ 55,745.00	$ 359,154.00		$ 456,575.00	$ 70,510.00	$ 527,085.00
	Y / N	Y / N	Y / N	Y / N	Y / N		Y / N							
	Y / N	Y / N	Y / N	Y / N	Y / N		Y / N							
	Y / N	Y / N	Y / N	Y / N	Y / N		Y / N							
	Y / N	Y / N	Y / N	Y / N	Y / N		Y / N							
	Y / N	Y / N	Y / N	Y / N	Y / N		Y / N							
	Y / N	Y / N	Y / N	Y / N	Y / N		Y / N							
	Y / N	Y / N	Y / N	Y / N	Y / N		Y / N							
	Y / N	Y / N	Y / N	Y / N	Y / N		Y / N							

NOTES:

BID FORM

City of San Luis
San Luis, AZ
East WWTP Basin Repair

Submitted By:

Contractor: ROBERT E. PORTER CONSTRUCTION CO. INC.

Date: 5-25-16

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EJCDC® C-410, Bid Form for Construction Contracts.
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and American Society of Civil Engineers. All rights reserved.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of San Luis
Public Works Department
1090 E. Union Street, San Luis, AZ 85349
Mailing Address: P.O. Box 1170, San Luis, AZ 85349-1170
Attention: Mr. Manuel Rojas, Assistant Public Works Director

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
1	5-20-16

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

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reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

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ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

Item	Description	Proposed Product/Details*	Unit	Est. Quantity	Bid Unit Price	Bid Price
1	Mobilization & Demobilization	Not Applicable (N/A)	LS	1	$147,553.00	$147,553.00
2	Concrete Crack Repair	VANDEX	LF	825	$52.06	$42,949.00
3	Crystalline Waterproof	VANDEX	SF	32,282	$4.85	$156,567.00
4					Total Bid Price	$347,069.00
5	Bid Alternate 1**	N/A	LS	1	$35,216.00	$35,216.00

**Please identify product selection for example "Euclid", "Avanti", etc.*
***This bid amount shall be the additional amount required to "fast track" Phase A in June/July 2016. This amount will be added to the Total Bid Price (Line 4).*

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price $ 347,069.00

THREE HUNDRED FORTY SEVEN AND SIXTY NINE DOLLARS

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

C. Contractor's License No.: 074603 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids; and

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

ROBERT E. PORTER CONSTRUCTION CO., INC.

By:
[Signature] Earl Lucas

[Printed name] Earl Lucas

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] Karlene M Clark

[Printed name] Karlene M Clark

Title: Controller

Submittal Date: 5-26-16

Address for giving notices:

1720 W. LINCOLN STREET
PHOENIX, AZ 85007

Telephone Number: 602-253-4911

Fax Number: 602-340-9533

Contact Name and e-mail address: MIKE KAIT
MKAITCO ROBERTPORTERCONSTRUCTION.COM

Bidder's License No.: B1-074603
(where applicable)

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BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
Robert E. Porter Construction Co., Inc.
1720 W. Lincoln St
Phoenix, AZ 85007

SURETY *(Name, and Address of Principal Place of Business)*:
Travelers Casualty and Surety Company of America
c/o 4646 E Van Buren St. #200
Phoenix, AZ 85008

OWNER *(Name and Address)*:
City of San Luis
1090 E. Union Street, San Luis, AZ 85349

BID

Bid Due Date: May 26, 2016
Description *(Project Name— Include Location)*: San Luis East WWTP Basin Repair

BOND

Bond Number: N/A
Date: May 26, 2016
Penal sum Ten percent of amount of bid (Words) $ 10% of bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Robert E. Porter Construction Co., Inc. (Seal)	Travelers Casualty and Surety Company of America (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Earl Lucas	By: Lori L Dawson-Brown
Signature	Signature (Attach Power of Attorney)
Earl Lucas	Lori L Dawson-Brown
Print Name	Print Name
President	Attorney-in-Fact
Title	Title
Attest: Karen Clark	Attest: Kendall
Signature	Signature
Title Controller	Title Witness

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228254

Certificate No. 005992682

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Deborah K. Anderson, Lori L. Dawson-Brown, Michael D. Specht, Mikal F. Cronin, and Steven E. Minard

of the City of Phoenix, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of July, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 22nd day of July, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. **SUBMITTED BY:**

   Official Name of Firm: Robert E. Porter Construction Co Inc.

   Address: 1720 W. Lincoln St.

   Phoenix, AZ 85007

2. **SUBMITTED TO:**

3. **SUBMITTED FOR:**

   Owner: City of San Luis

   Project Name: San Luis East WWTP Basin Repair

   TYPE OF WORK:

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Mike Kaff

   Title: Project Manager Estimator

   Phone: Office - 602-253-4911; Cell 602-885-1794

   Email: mkaff@robertporterconstruction.com

5. **AFFILIATED COMPANIES:**

   Name:

   Address:

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6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☑ CORPORATION

State of Organization: Arizona

Date of Organization: October 1983

Executive Officers:

- President: Earl Lucas, President; Robert E Porter, CEO

Vice President(s): Judith B. Porter

_____

_____

Treasurer: Robert E. Porter

Secretary: Judith B. Porter

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

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☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____
- Address: _____

Joint Venture Managing Partner

- Name: _____
- Address: _____

Joint Venture Managing Partner

- Name: _____
- Address: _____

7. LICENSING

Jurisdiction: Arizona; California; Nevada

Type of License: AZ - A; B1; B; NV - B; CA - B

License Number: AZ ROC 278369, 074603, 099055; CA 860252; NV 0032344

Jurisdiction: _____

Type of License: _____

License Number: _____

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8. CERTIFICATIONS CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Travelers Surety

Address: 20860 N, Tatum Blvd. Suite 400

Phoenix,, AZ 85050

Bonding Agent: Minard-Ames Insurance Group

Address: 4646 E. Van Buren St., Suite 200

Phoenix, AZ 85008

Contact Name: Mike Specht

Phone: 602-393-3431

Aggregate Bonding Capacity: $8 Million

Available Bonding Capacity as of date of this submittal: $8 Million

10. CONSTRUCTION EXPERIENCE:

Previous Experience:

List Previous Experience on Project Reference Form attached.

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

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☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

11. SAFETY PROGRAM:

Name of Contractor's Safety Officer: John O'Neal

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2015-16	EMR	.62
YEAR	2014-15	EMR	.67
YEAR	2013-14	EMR	.70
YEAR	2012-13	EMR	.76
YEAR	2011-12	EMR	.82

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2015-16	TRFR	0
YEAR	2014-15	TRFR	2.14
YEAR	2013-14	TRFR	4.96
YEAR	2012-13	TRFR	5.13

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YEAR 2011-12 TRFR 5.97

Total number of man-hours worked for the last 5 Years:

YEAR	2015	TOTAL NUMBER OF MAN-HOURS	90867
YEAR	2014	TOTAL NUMBER OF MAN-HOURS	93369
YEAR	2013	TOTAL NUMBER OF MAN-HOURS	80690
YEAR	2012	TOTAL NUMBER OF MAN-HOURS	77940
YEAR	2011	TOTAL NUMBER OF MAN-HOURS	67042

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2015	DART	0
YEAR	2014	DART	2.14
YEAR	2013	DART	4.96
YEAR	2012	DART	5.13
YEAR	2011	DART	5.97

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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Robert E. Porter Construction Co Inc.

BY: [signature]

TITLE: Mike Kaff

DATED: 5-24-16

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 24 DAY OF May 20 16

NOTARY PUBLIC - STATE OF Arizona

MY COMMISSION EXPIRES: October 3, 2017

REQUIRED ATTACHMENTS

1. Previous Experience (Project Reference Forms).
2. List of Subcontractors & Material Suppliers (Form Attached)
3. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
4. Resumes of officers and key individuals (including Project Manager, Field Supervisor and Safety Officer) of firm.
5. Required safety program submittals listed in Section 12.
6. Additional items as pertinent.

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PROJECT REFERENCE FORM

SIMILAR (IN SCOPE AND SIZE) CONCRETE REPAIR PROJECTS

Copy this sheet for additional project references. Provide project references for at least three (3) projects completed with the last five (5) years. Please limit to 5 projects as no additional credit will be given for any more.

Project

Project Name and Location:

VAL VISTA WATER TREATMENT PLANT - MESA, AZ

Owner Contact (Name, Address & Phone Number):

CITY OF PHOENIX - LISA JACKSON - 602-334-5967
SUNDT CONSTRUCTION - MELESIO MARTINEZ 480-293-3155

Architect or Engineer Contact (Name, Address & Phone Number):

BLACK AND VEATCH
3133 E. CAMELBACK ROAD
PHOENIX, AZ 85016
DALLAS SWEET
602-381-4400

Brief Description of Project, Scope of Work Performed:

1) SANDBLASTING OF WALLS & FLOORS OF 2 G.A.C. CONTACTORS.

2) REPAIR CRACKS WITH VANDEX CONSTRUCTION JOINT TAPE SYSTEM.

3) APPLY TWO COATS OF VANDEX SUPER CRYSTALLINE WATERPROOFING MATERIALS TO THE WALLS AND FLOORS OF THE TWO G.A.C. CONTACTORS.

Original Bid Amount:

$ 134,994.00

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PROJECT REFERENCE FORM

SIMILAR (IN SCOPE AND SIZE) CONCRETE REPAIR PROJECTS

Copy this sheet for additional project references. Provide project references for at least three (3) projects completed with the last five (5) years. Please limit to 5 projects as no additional credit will be given for any more.

Project
Project Name and Location: Palo Verde Water Reclaimation Facility Wintersburg, Arizona
Owner Contact (Name, Address & Phone Number): Chris Bird WRF Projects email: Christopher.Bird@Aps.com 5801 S. Wintersburg Rd, M.S. 6215 Tonopah AZ 85354 office: (623) 393-3096
Architect or Engineer Contact (Name, Address & Phone Number): Adam Farnholtz, P.E. email: Adam.Farnholtz@aps.com 5801 S. Wintersburg Rd. M/S 6215 Tonopah, AZ 85354 office (623) 393-6411
Brief Description of Project, Scope of Work Performed: TFFC Sump outage work deteriorated concrete repair 22,000 man hours in 11 days zero injuries or accidents
Original Bid Amount: $2.5 million

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PROJECT REFERENCE FORM

SIMILAR (IN SCOPE AND SIZE) CONCRETE REPAIR PROJECTS

Copy this sheet for additional project references. Provide project references for at least three (3) projects completed with the last five (5) years. Please limit to 5 projects as no additional credit will be given for any more.

Project

Project Name and Location:

THE WESTIN KIERLAND, SCOTTSDALE AZ

Owner Contact (Name, Address & Phone Number):

THE WESTIN HOTEL RESORT AND SPA
15020 N. CLUBGATE DRIVE
SCOTTSDALE, AZ 85254

Architect or Engineer Contact (Name, Address & Phone Number):

COATINGS APPLICATIONS AND WATERPROOFING
5125 N. 2ND STREET
ST. LOUIS, MO 63147
JIM MOENNING
(314) 795-4920

Brief Description of Project, Scope of Work Performed:

1) SANDBLASTING OF THE WATER FEATURES (ALL POOLS AND LAZY RIVER)

2) REPAIR CRACKS AND PATCH AS NEEDED.

3) APPLY WATERPROOF COATING TO ALL POOLS AND LAZY RIVER SURFACES.

Original Bid Amount:

$ 332,718.00

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PROJECT REFERENCE FORM

SIMILAR (IN SCOPE AND SIZE) CONCRETE REPAIR PROJECTS

Copy this sheet for additional project references. Provide project references for at least three (3) projects completed with the last five (5) years. Please limit to 5 projects as no additional credit will be given for any more.

Project
Project Name and Location: Cooling Tower Life Extension / Palo Verde Nuclear Power Plant
Owner Contact (Name, Address & Phone Number): Paul Mabee 5801 S. Wintersburg Rd Tonopah, AZ 623-208-9821
Architect or Engineer Contact (Name, Address & Phone Number): Will Nau 5801 S. Wintersburg Rd Tonopah, AZ 623-393-6694
Brief Description of Project, Scope of Work Performed: Shoring, demolition and replacement (full and partial depth) of structural concrete. Work performed in 12-24 hour periods of a plant refueling outage. 100% safe work performance.
Original Bid Amount: $613,810.00

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PROJECT REFERENCE FORM

SIMILAR (IN SCOPE AND SIZE) CONCRETE REPAIR PROJECTS

Copy this sheet for additional project references. Provide project references for at least three (3) projects completed with the last five (5) years. Please limit to 5 projects as no additional credit will be given for any more.

Project

Project Name and Location:

VAL VISTA WATER TREATMENT PLANT - MESA - AZ

Owner Contact (Name, Address & Phone Number):

CITY OF PHOENIX - SUNDT CONSTRUCTION
200 W. WASHINGTON STREET JASON JONES
PHOENIX, AZ 85003

Architect or Engineer Contact (Name, Address & Phone Number):

CAROLLO ENGINEERS GEORGE WHITTEN
4600 E. WASHINGTON STREET 602-263-9500
PHOENIX, AZ 85034

Brief Description of Project, Scope of Work Performed:

REPAIR OF CRACKS IN FOUR FLOCCULATION BASINS AT THE WATER TREATMENT PLANT.

Original Bid Amount:

$ 93,034.00

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LIST OF SUBCONTRACTORS & MATERIAL SUPPLIERS

SPECIALTY	SUBCONTRACTOR/MATERIAL SUPPLIER NAME	LICENSE # (If Applicable)
VACUUM TRUCK	BADGER DAYLIGHTING	268390
VANDEX DISTRIBUTOR	BORDER CONSTRUCTION SPECIALTIES	N/A

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MINARD-AMES
INSURANCE SERVICES LLC
INSURICA

February 5, 2016

RE: Robert E. Porter Construction

To Whom It May Concern:

We submit this letter in recommendation of our valued client, Robert E. Porter Construction. In our opinion, this firm is most capably staffed, properly financed and possesses very successful management that would not entertain a commitment it could not fulfill.

Minard-Ames Insurance Services LLC has arranged a surety program for Robert E. Porter Construction with Travelers Casualty and Surety Company of America. They are a Treasury Listed, "A++" XV ($2 billion or greater Financial Size Category) Best rated surety company and have been able to meet the surety needs of Robert E. Porter Construction. They have responded to single projects with bond requirements of $8,000,000 and a total work program of $12,000,000.

Bonds issued are always based on a satisfactory review of all contract documents, bond forms, verification of financing, and other current relevant underwriting information. Any arrangement for bonds is a matter between the contractor, surety and us. We assume no liability to third parties or to you if for any reason we do not execute said bond or bonds.

We are pleased to share with you our most favorable experience and regard for our client. Should you have any questions, please feel free to call our office.

Thank you.

Sincerely,

Lori L. Dawson-Brown
Assistant Underwriting Executive

East Gateway Center
4646 East Van Buren
Street, #200
Phoenix, Arizona
85008
P : 602.273.1625
F : 602.273.0212
W : Insurica.com

MINARD-AMES
INSURANCE SERVICES LLC
INSURICA

April 13, 2015

To Whom It May Concern:

Listed below is the experience modification history for Robert E Porter Construction Co., Inc.

7/1/2015	.62
7/1/2014	.67
7/1/2013	.70
7/1/2012	.76
7/1/2011	.82

Please feel free to call me with any questions you may have.

Sincerely,

Carol Trelford

Carol Trelford
Account Executive
602-393-3419

East Gateway Center
4646 East Van Buren Street, #200
Phoenix, Arizona 85008
P : 602.273.1625
F : 602.273.0212
W : Insurica.com

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2011

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
2	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Robert E. Porter Construction Co., Inc.

Street: 1720 W. Lincoln St.

City: Phoenix State: AZ Zip: 85007

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
236220

Employment information

Annual average number of employees: 32

Total hours worked by all employees last year: 67042.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Charlie Clark
Company executive

Controller
Title

602-253-4911
Phone

01/03/2012
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2012

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name: Robert E. Porter Construction Co., Inc.

Street: 1720 W. Lincoln St.

City: Phoenix State: AZ Zip: 85007

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
236220

Employment information

Annual average number of employees: 35

Total hours worked by all employees last year: 77940

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Charlie Clark
Company executive

Controller
Title

602-253-4911
Phone

01/28/2013
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2013

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Robert E. Porter Construction Co., Inc.

Street: 1720 W. Lincoln St.

City: Phoenix State: AZ Zip: 85007

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
236220

Employment information

Annual average number of employees: 39

Total hours worked by all employees last year: 80690.5

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Charlie Clark
Company executive

Controller
Title

602-253-4911
Phone

01/31/2014
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2014

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Robert E. Porter Construction Co., Inc.

Street: 1720 W. Lincoln St.

City: Phoenix State: AZ Zip: 85007

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
236220

Employment information

Annual average number of employees: 50

Total hours worked by all employees last year: 93369.5

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Charlie Clark
Company executive

Controller
Title

602-253-4911
Phone

01/14/2015
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2015

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Robert E. Porter Construction Co., Inc.

Street: 1720 W. Lincoln St.

City: Phoenix State: AZ Zip: 85007

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
236220

Employment information

Annual average number of employees: 50

Total hours worked by all employees last year: 90866.5

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Charlie Clark
Company executive

Controller
Title

602-253-4911
Phone

01/07/2016
Date

EARL E. LUCAS
PRESIDENT

ROBERT E. PORTER
Construction Co., Inc.
1720 W. Lincoln St.
Phoenix, AZ 85007
602-253-4911
FAX: 602-340-9533

STATEMENT OF QUALIFICATIONS

1980 - 1981	Continental Homes, Customer Service
1981 - 1983	Coventry Homes, Customer Service, Assistant Superintendent
1984 - Present	Robert E. Porter Construction

Major Projects & Values

1st Institutional Baptist	New All Purpose Building	$3,555,000.00
Arizona Plating	Fire Restoration	$1,300,000.00
AST - Santa Maria Elementary	Structural Repairs	$668,554.00
AST - Kyrene CI Waggoner Sch	Structural Repairs	$1,112,297.00
AST - Kyrene Middle School	Roof Repair & Replacement	$1,743,567.00
AZ Veterans Coliseum	Structural Roof Repairs	$3,284,296.00
Burns Pest Elimination	New Corporate Offices	$2,021,864.00
Esplanade Parking Garage	Concrete Repairs	$877,492.00
Esplanade Buildings	Structural Repairs	$532,849.00
First Institutional Baptist	Additions and Renovation	$2,019,248.99
First Chinese Baptist	Family Life Center	$779,885.00
Food City	Remodel & Addition	$2,167,445.00
Hospice of the Valley	New Facility	$2,799,363.00
Hospice of the Valley	Thunderbird Palliative Care Unit	$2,650,991.00
Hospice of the Valley	Eckstein Palliative Care Unit	$1,017,382.00
Kingman Grace Lutheran	New Sanctuary	$1,218,392.00
National Bank of Az.	Solar Panels	$514,052.00
Palm Harbor Homes	Plant Addition	$540,618.00
Palo Verde NGS WTF	TF/FC Sump Conc (Spring 12)	$3,828,032.00
Palo Verde NGS WTF	TF/FC Trickling Filter Conc (Fall 10)	$1,770,624.00
Palo Verde NGS WTF	TF/FC Sump Concrete Repairs	$431,196.00
Palo Verde NGS WTF	TF/FC Sump Conc (Fall 11)	$2,225,541.00
Phoenix First Assembly	Lobby Expansion Addition	$6,429,721.00
PWP - Carefree Hwy/54th St	Site Work and Pad	$473,426.00
Ranch Market	Fire Restoration	$531,805.00

MIKE KAFF
ESTIMATOR/PROJECT MANAGER
STRUCTURAL REPAIRS

ROBERT E. PORTER
Construction Co., Inc.

1720 W. Lincoln St.
Phoenix, AZ 85007
602-253-4911
FAX: 602-340-9533

STATEMENT OF QUALIFICATIONS

Education	1983 – 1985 Arizona State University
1984 - 1997	Truesdell Corporation, Estimator/Project Manager
1997 - 2010	Applied Waterproofing Technology (AWT Inc.), Estimator/Project Manager
2010 - 2013	Truesdell Corporation, Estimator/Project Manager
2013 - Current	Robert Porter Construction, Estimator/Project Manager

Major Projects & Values

Arizona State University	10 Parking Garages – Repairs	$990,000.00
Caesar's Palace Lake Tahoe	Building Envelope/Parking Repairs	$1,600,000.00
CA&W - Westin Kierland Resort	Lazy River Coatings	$333,258.00
City of Prescott	Repairs to 4 Dams	$900,000.00
City of Tucson Wilmot Reservoir	Concrete Repairs	$1,300,000.00
Hazard Center Mall Mission Valley	Epoxy Injection	$610,000.00
Holiday Inn Santa Fe NM	Building Envelope Repairs	$350,000.00
Horizon Hotel Lake Tahoe	Parking Garage Repairs	$700,000.00
HSW - SMOCA	Parking Garage Repairs	$408,602.00
HSW - SCC	Parking Garage Repairs	$241,843.00
Hyatt Classic Residence	Building Envelope Repairs	$240,000.00
Hyatt Classic Residence	Building Envelope Repairs	$240,000.00
Lawrence Welk Resort SD	Below Grade Waterproofing	$700,000.00
Minneapolis Airport	Parking Garage Repairs	$2,200,000.00
REIT - Tolleson Commerce Park	Tilt Wall Repairs	$209,058.00
San Diego Gaslamp Hotel	Building Envelope Repairs	$1,800,000.00
San Diego Clarion Hotel	Building Envelope Repairs	$900,000.00
Scottsdale Shadows	Parking Garage Repairs	$800,000.00
St. Joseph's Hospital	3rd Ave Parking Garage Repairs	$224,241.00

JOHN O'NEAL
SUPERINTENDENT

ROBERT E. PORTER
Construction Co., Inc.
1720 W. Lincoln St.
Phoenix, AZ 85007
602-253-4911
FAX: 602-340-9533

STATEMENT OF QUALIFICATIONS

Education	University of Tennessee at Knoxville, 1981-1984 University of Tennessee at Chattanooga, 1992-1994, 500 Hour OSHA Certification, Licensed in Maricopa County for Dust Control
1984 - 1994	Omega Stone & Installation, Inc., Owner and President
1994 - 2003	McCon Building and Petroleum Inc., Superintendent/Project Manager Arizona Commercial Builders Inc., Project Manager, The Tyree Organization, Project Manager, M. Greenberg Construction, Project Manager
2003 - 2009	Arthur Porter Construction, Superintendent
2009 - Present	Robert E. Porter Construction, Superintendent

Major Projects & Values

AST - Santa Maria Elementary	Structural Repairs	$668,554.00
AST - Kyrene Middle School	Roof Collapse Structural Repairs	$1,743,656.00
Bashas Shopping Center	New Construction	$3,400,000.00
Hayden -Wilkelman School	Deficiency Corrections	$2,400,000.00
Hospice of the Valley	Thunderbird Palliative Care Unit	$2,650,991.00
Kingman High School	Deficiency Corrections	$1,300,000.00
Marinette Recreation Center	Remodel & New Construction	$3,857,645.00
Palo Verde NGS WTF	TF/FC Sump Concrete Repairs	$431,196.00
Palo Verde NGS WTF	Contract Safety Officer	$875,000.00
Palo Verde NGS WTF	TF/FC Sump Conc (Fall 11)	$2,225,541.00
Palo Verde NGS WTF	Clarifier 8 Junction Box	$316,320.00
Palo Verde NGS WTF	TF/FC Trickling Filter Conc (Fall 10)	$1,770,624.00
Palo Verde NGS	Cooling Tower Gate Structures	$479,493.00
Palo Verde NGS WTF	TF/FC Sump Conc (Spring 12)	$3,828,032.00
PWP - Goodwill Center	New Construction	$2,561,236.00
Redemption – Arcadia	New Facilities	$1,723,043.00

UNITED STATES DEPARTMENT OF LABOR

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

OSHA Training Institute, Region IX Education Center

A Division of UCSD Extended Studies And Public Programming

JOHN WILLIAM O'NEAL

HAS DILIGENTLY AND WITH MERIT COMPLETED TRAINING IN

OSHA 500 - TRAINER COURSE -
CONSTRUCTION INDUSTRY

AUGUST 19-22, 2013
DATE

Henry E. Payne

DIRECTOR,
OSHA TRAINING INSTITUTE

Leslie MacKay

DIRECTOR,
OSHA TRAINING INSTITUTE
UNIVERSITY OF CALIFORNIA, SAN DIEGO EDUCATION CENTER
DIVISION OF EXTENDED STUDIES AND PUBLIC PROGRAMS

OSHA

U.S. Department of Labor

University of California, San Diego (800) 358-9206

This card acknowledges that the recipient has successfully completed the required training to be designated as an

OSHA Authorized Construction Trainer

JOHN WILLIAM O'NEAL U06515893

Completion of this course authorizes the trainer to conduct 10- and 30-hour Construction courses in accordance with Outreach Training Program requirements.

Charles J. Kulda

Director, OSHA Training Institute **Expiration Date** 8 22 2017

The OSHA Outreach Training Program is a voluntary program through which OSHA authorizes trainers to conduct occupational safety and health hazard awareness and prevention courses for workers in general industry, construction, maritime, and the disaster site worker environment. The program is designed to promote worksite safety and health.

This card identifies the bearer as having successfully completed a course conducted by an OSHA Outreach Training Program authorized trainer in accordance with OSHA's Outreach Training Program requirements. The card is not a certification of the bearer's skills, knowledge or abilities.

To request a student card, send the required documentation to your authorizing organization's training center. See the Outreach Training Program requirements and industry procedures for OSHA Outreach Training Program card policies, specific requirements and request procedures.

Trainers must maintain outreach class records for five years. Records must include student sign-in sheets for each class day, student addresses, a topic outline which includes all topics and hours, and copies of each student's course completion card. OSHA reserves the right to request class records for auditing purposes.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to five years, or both.

For OSHA Outreach Training Program policy, see www.osha.gov/dte/otpa/

Rev. 8/2012

JEREMY LUCAS
SUPERINTENDENT

ROBERT E. PORTER
Construction Co., Inc.

1720 W. Lincoln St.
Phoenix, AZ 85007
602-253-4911
FAX: 602-340-9533

STATEMENT OF QUALIFICATIONS

2008 - 2010	Robert E. Porter Construction, Carpenter
2010 - 2012	Robert E. Porter Construction, Assistant Superintendent
2012 - Present	Robert E. Porter Construction, Superintendent

Major Projects & Values

AZ Veterans Coliseum	Structural Roof Repairs	$3,284,296.00
Caliente - Chase Field	Section 130, Bearing Plates	$575,936.00
Chase Field	Diamond Club Tenant Improvement	$399,576.00
Chase Field	Seating Modifications Outfield, LMR&S	$282,750.00
Chase Field	New Dugout Suites	$165,000.00
Chase Field	10 other projects including Futures Field	$176,273.00
City of Flagstaff	Pulliam Airport Expansion Joint Repairs 2013	$186,231.00
City of Flagstaff	Pulliam Airport Expansion Joint Repairs 2014	$149,148.00
Esplanade Buildings	Structural Repairs	$956,983.00
Jokake – Chase Field	Dywidag & Concrete Rehab	$285,024.00
Palo Verde NGS WTF	TF/FC Sump Concrete Repairs	$431,196.00
Palo Verde NGS WTF	TF/FC Sump Conc (Fall 11)	$2,225,541.00
Palo Verde NGS WTF	TF/FC Sump Conc (Spring 12)	$3,828,032.00
Palo Verde NGS WTF	TF/FC Trickling Filter Conc (Fall 10)	$1,770,624.00
Palo Verde NGS WTF	Clarifier 8 Junction Box	$316,320.00
Palo Verde NGS WTF	Separation Walls	$404,637.00
Palo Verde NGS	Cooling Tower Gate Structure	$479.493.00
Palo Verde NGS	CTLE Spring/Fall Outages (2014)	$849,161.00
Palo Verde NGS	CTLE Spring/Fall Outages (2015)	$815,343.00
Palo Verde NGS	Cooling Tower F13 Repairs	$236,350.00
Solana Solar	Concrete Repairs	$73,990.00

STEVE MARTINEZ
STRUCTURAL SUPERINTENDENT

ROBERT E. PORTER
Construction Co., Inc.

1720 W. Lincoln St.
Phoenix, AZ 85007
602-253-4911
FAX: 602-340-9533

STATEMENT OF QUALIFICATIONS

1991 - 1994	Precision Die and Stamping, Shipping/Receiving
1995 - 2012	J F Ellis Corp, Superintendent
2012 - Present	Robert E. Porter Construction, Structural Superintendent

Major Projects & Values

Caliente - Chase Field	Section 130, Bearing Plates	$575,936.00
Casino Arizona	Parking Garage	$1,300,000.00
City Scape	Concrete Pours (2010)	$2,200,000.00
Heard Museum	Concrete Pours (2005)	$750,000.00
HSW - Civic Center	Parking Garage Repair	$241,843.00
HSW - SMOC	Parking Garage Repairs	$408,602.00
Jokake - Chase Field	Dywidag & Concrete Rehab	$285,024.00
Mesa Southwest Museum	Concrete Pours (2003)	$2,000,000.00
Northern Arizona Univ.	Native American Cultural Center	$900,000.00
Palo Verde NGS WTF	TF/FC Sump Concrete Repairs	$431,196.00
Palo Verde NGS WTF	TF/FC Trickling Filter Conc (Fall 10)	$1,770,624.00
Palo Verde NGS	Cooling Tower Gate Structures	$479,493.00
Palo Verde NGS WTF	Clarifier 8 Junction Box	$316,320.00
Palo Verde NGS WTF	Separation Walls	$404,637.00
Palo Verde NGS	Cooling Tower F13 Repairs	$236,350.00
Palo Verde NGS WTF	TF/FC Sump Conc (Fall 11)	$2,225,541.00
Palo Verde NGS	CTLE Spring/Fall Outage (2015)	$815,343.00
Palo Verde NGS	CTLE Spring Outage (2014)	$612,811.00
Palo Verde NGS WTF	TF/FC Sump Conc (Spring 12)	$3,828,032.00
Phoenix Art Museum	Concrete Pours (2010)	$980,000.00
US Airways Center	Concrete Pours	$1,800,000.00

ROD WERNER
SUPERINTENDENT

ROBERT E. PORTER
Construction Co., Inc.

1720 W. Lincoln St.
Phoenix, AZ 85007
602-253-4911
FAX: 602-340-9533

STATEMENT OF QUALIFICATIONS

1974-1981	Northern Arizona University, Bachelor of Science Degree, Glendale Community College, Construction and Business, Apprentice Carpenter
1982-1997	Sentinel Limited, Project Mgr./VP; RGW Construction Co., Project Manager/Superintendent; Reppel Steel, Project Manager; Chatco Inc., General Manager
1997-2004	Robert E. Porter Construction Co. Inc. - Superintendent
2004-2006	Concord Companies, Inc. - Superintendent
2006-Present	Robert E. Porter Construction Co., Inc. - Superintendent

Major Projects & Values

1st Institutional Baptist	New Family Life Bldg.	$3,536,892.00
AST - Dysart Elementary	Structural Repairs	$350,000.00
AST - Kyrene CI Waggoner	Structural Repairs	$1,112,297.00
AST - Santa Maria Middle	Structural Repairs	$668,554.00
AST - Kyrene Schools	Various School Truss Repairs	$315,681.00
Chase Field	Diamond Club Tenant Improvement	$399,576.00
Chase Field	10 other projects including Futures Field	$176,273.00
Chase Field	Seating Modifications Outfield, LMR&S	$282,750.00
Esplanade Buildings	Structural Repairs	$956,983.00
Holy Trinity Church	New Bldg. & Remodel	$1,323,608.00
Mortgages Ltd.	Tenant Improvement	$2,800,000.00
Palo Verde NGS WTF	TF/FC Sump Conc (Fall 11)	$2,225,541.00
Palo Verde NGS WTF	TF/FC Sump Concrete Repairs	$431,196.00
Palo Verde NGS WTF	Contract Project Management On Going	$875,000.00
Palo Verde NGS WTF	TF/FC Trickling Filter Conc (Fall 10)	$1,770,624.00
Rockridge Remodel	Remodel	$1,200,000.00
Strategic Solar Energy	Fry's 659 Power Parasol	$1,769,819.00

COREY OLSEN
SUPERINTENDENT

ROBERT E. PORTER
Construction Co., Inc.

1720 W. Lincoln St.
Phoenix, AZ 85007
602-253-4911
FAX: 602-340-9533

STATEMENT OF QUALIFICATIONS

1980-1982	Anry Construction, Carpenter
1982-1986	United States Marine Corp
1986-1993	Sundt Corp, Carpenter, Field Superintendent
1993-Present	Robert E. Porter Construction, Superintendent

Major Projects & Values

Arizona Plating	Haz Mat & Demolition	$1,300,000.00
AST - Kyrene Centennial	Structural Repairs	$350,043.00
AST - Mensendick Elementary	Structural Settlement Repairs	$214,574.00
AZ Veterans Coliseum	Structural Roof Repairs	$3,284,296.00
Bank One Ballpark (Now Chase)	Matrix Boards & Parking Lot	$482,307.00
Camidor Properties	Structural Repair	$187,625.00
Carpet Depot	Roof Deck & Roofing Repairs	$240,637.00
Chase Field	New Dugout Suites	$165,000.00
Caliente - Chase Field	Section 130, Bearing Plates	$575,936.00
Esplanade Parking Garage	Structural Repairs	$1,158,000.00
HSW - SMOC	Parking Garage Repairs	$506,860.00
Jokake – Chase Field	Dywidag & Concrete Rehab	$285,024.00
McDowell Mountain Elementary	Structural Roof Repairs	$286,736.00
Palm Harbor Homes	Fire Restoration	$674,426.00
Palo Verde NGS WTF	TF/FC Sump Concrete Repairs	$431,196.00
Palo Verde NGS WTF	TF/FC Trickling Filter Conc (Fall 10)	$1,770,624.00
Palo Verde NGS WTF	TF/FC Sump Conc (Spring 12)	$3,828,032.00
Palo Verde NGS WTF	TF/FC Sump Conc (Fall 11)	$2,225,541.00
Palo Verde NGS	Cooling Tower Gate	$479,493.00
Palo Verde NGS	Cooling Tower F13 (Spring 14)	$236,350.00
Palo Verde NGS	CTLE Spring Outage (2014)	$612,811.00
Palo Verde NGS	CTLE Spring/Fall Outage (2015)	$815,343.00
Sky Harbor Terminal 4	Carbon Fiber Reinforcement	$199,797.00
US Airways (Now Talking Stick)	Tenant Improvement	$220,214.00

CONTRACT FOR
EAST WASTEWATER TREATMENT PLANT (WWTP) BASIN REPAIR

Prepared for:

City of San Luis
1090 E. Union Street
San Luis, AZ 85349

Prepared By:

Pacific Advanced Civil Engineering, Inc. (PACE)
7434 E. McDonald Drive
Scottsdale, AZ 85250

July 1016

INDEX

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NOTICE OF AWARD

Date of Issuance: July 13, 2016

Owner:	City of San Luis	Owner's Contract No.:	N/A
Engineer:	PACE	Engineer's Project No.:	A911
Project:	San Luis East WWTP Basin Repair	Contract Name:	San Luis East WWTP Basin Repair
Bidder:	Robert E. Porter Construction Co., Inc.		

Bidder's Address: 1720 W. Lincoln St., Phoenix, AZ 85007

TO BIDDER:

You are notified that Owner has accepted your Bid dated May 26, 2016 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The City of San Luis East Wastewater Treatment Plant (WWTP) concrete tank crack repairs and crystalline waterproofing.

The Contract Price of the awarded Contract is: $347,072.00

One (1) electronic copy unexecuted counterparts of the Agreement accompany this Notice of Award, and the Contract Documents accompanies this Notice of Award, or has been transmitted.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner two (2) hard copies and one (1) electronic counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of San Luis ("Owner") and Robert E. Porter Construction Co., Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:*

ARTICLE 2 – THE PROJECT

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:* concrete tank crack repairs and crystalline waterproofing. The crack repairs and crystalline waterproofing shall include, but are not limited to the following: surface preparation, cleaning, joint tape repairs on designated cracks and additional cracks as necessary. Following the crack repairs, the designated floors and walls will have necessary surface preparation, cleaning as required by the manufacturer for the installation of a crystalline waterproofing system.

ARTICLE 3 – ENGINEER

3.01 *The Project has been reviewed and evaluated by Pacific Advanced Civil Engineering, Inc. (PACE)*

3.02 *The Owner has retained PACE ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.*

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The project will consist of two (2) phases:

1. Phase A will be the North Tanks, which shall be comprised of the north digester, north anoxic and the north SBR tanks. The NTP #1 for Phase A is anticipated to be provided immediately upon Contract execution. Phase A work shall be substantially complete within thirty (30) calendar days from NTP #1.

a. After substantial completion, Owner will fill and test the North Tanks. Once testing is complete and repair was successful, Owner will transfer flows back to North Tanks and then drain and clean the South Tanks so they are available for the contractor to perform designated repairs.

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2. Phase B will be the South Tanks, which shall be comprised of the south digester, north anoxic and the north SBR tanks. The NTP #2 for Phase B is anticipated to be provided approximately 8-10 weeks after Phase A substantial completion. Phase B work shall be substantially complete within thirty (30) calendar days from NTP #1.

3. After Phase B substantial completion, Owner will fill and test the South Tanks. Once testing is complete and repair was successful, Contractor will have fourteen (14) calendar days for demobilization and site clean up to achieve final completion.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $430.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $430.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $347,072.00 in accordance to the bid schedule below.

Item	Description	Amount
T1	Mobilization & Demobilization	$116,151.00
h2	Concrete Crack Repair	$25,638.00
e3	Crystalline Waterproof	$80,726.00
e4	T&M Items (Surface Prep, Badger, Per Diem for Surface Prep)	$124,857.00
x5 t	**Total of All Unit Price Bid Items**	**$347,072.00**

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. **95** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 *All amounts not paid when due shall bear interest at the rate of* **1.5** *percent per annum.*

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ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 *In order to induce Owner to enter into this Contract, Contractor makes the following representations:*

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions, if any, relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

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1. This Agreement (pages 1 to 7, inclusive).
2. Performance bond (pages 1 to 3 inclusive).
3. Payment bond (pages 1 to 3 inclusive).
4. General Conditions (pages 1 to 62, inclusive).
5. Supplementary Conditions (pages 1 to 7, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of 7 sheets with each sheet bearing the following general title: Basin Repair Plan Set (For Reference Only)
8. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid (pages 1 to 38, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed.
   b. Work Change Directives.
   c. Change Orders.
   d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (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.

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10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on July 13, 2016 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
	ROBERT E. PORTER CONSTRUCTION CO. INC.
By:	By:
Title:	Title: President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title: PROJECT MGR.
Address for giving notices:	Address for giving notices:
City of San Luis	1720 W. LINCOLN ST.
1090 E. Union St.	PHOENIX, AZ 85007
San Luis, AZ 85349	
	License No.: B1-074603 *(where applicable)*

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

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August 3, 2016

ROBERT E. PORTER

Construction Co., Inc.

1720 W. Lincoln St.
Phoenix, AZ 85007
602-253-4911
FAX: 602-340-9533

The undersigned, being the Corporate Secretary of Robert E. Porter Construction Co., Inc., a corporation organized under the laws of the state of Arizona, does herey attest that:

> Per the Minutes of Directors' Meeting dated August 19, 2009, the Directors' acknowledged the naming of Earl E. Lucas, as the President of Robert E. Porter Construction Co., Inc. effective July 1, 2010.

As a result of this action, Earl E. Lucas is authorized to sign any documents as needed on behalf of this Corporation.

Judith B. Porter

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

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regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and

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equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items

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resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer

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any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give

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written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

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1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
   a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 Hazardous Environmental Conditions at Site

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in

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question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the

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Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

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3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to

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industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

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J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 Property Insurance

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

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4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such

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property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 Waiver of Rights

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

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6.07 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and

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incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional

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data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

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3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

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D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

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N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a

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negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 Record Documents

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

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1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

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7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 Shop Drawings, Samples, and Other Submittals

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

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b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

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7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

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7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must

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satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such

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other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's

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other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

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9.07 Change Orders

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 Safety Programs

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

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Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 Shop Drawings, Change Orders and Payments

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to

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exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification

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ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

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B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

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11.05 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

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11.07 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 Claims

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of

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Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined

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on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

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c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

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5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual

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conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

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4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's

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evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if

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Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

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3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

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e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

   c. Contractor has failed to provide and maintain required bonds or insurance;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

   e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

   f. the Work is defective, requiring correction or replacement;

   g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

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h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not

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substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all disputes that Contractor believes are unsettled; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under

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the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

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B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

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1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

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B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

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ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 Computation of Times

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SC 1.01.A.48 Defined Terms
Add the following language at the end of the last sentence of Paragraph 1.01.A.48:

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SC 1.01.A.49 Defined Terms
Add the following new Paragraph after Paragraph 1.01.A.48:

> Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

SC 4.01.A Commencement of Contract Times, Notice To Proceed
Amend the last sentence of Paragraph 4.01.A by striking out the following words:

In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

SC 4.05.C.2 Delays in Contractor's Progress
Amend Paragraph 4.05.C.2 by striking out the following text: "abnormal weather conditions;" and inserting the following text:

Abnormal Weather Conditions;

SC 5.03 Subsurface and Physical Conditions
Delete Paragraph 5.03 in its entirety and replace it with the following:

A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC 5.06 Hazardous Environmental Conditions
Delete Paragraph 5.06 in its entirety and replace it with the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
B. Not Used.

SC 6.03 Contractor's Insurance
Replace GC 6.03 with the following insurance coverages:

A. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

a. State:	Statutory
b. Applicable Federal (e.g., Longshoreman's):	Statutory
c. Employer's Liability:	$500,000

2. Contractor's General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate	$2,000,000
b. Products - Completed Operations Aggregate	$1,000,000
c. Personal and Advertising Injury	$1,000,000

d. Each Occurrence (Bodily Injury and Property Damage) $1,000,000

e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

f. Excess or Umbrella Liability

1. General Aggregate $5,000,000

2. Each Occurrence $5,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a. Bodily Injury:
Each person $1,000,000
Each Accident $1,000,000

b. Property Damage:
Each Accident $1,000,000

c. Combined Single Limit of $1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a. Bodily Injury:
Each person $2,000,000
Each Accident $2,000,000

b. Property Damage:
Each Accident $2,000,000
Annual Aggregate $2,000,000

5. Other persons or entities to be included on policy as additional insureds:

a. City of San Luis

SC 7.04.A "Or Equals"
Amend the third sentence of Paragraph 7.04.A by striking out the following words: Unless the specification or description contains or is followed by words reading that no like, equivalent, or 'or-equal' item is permitted.

SC 7.04.A.1 "Or Equals"
Amend the last sentence of Paragraph a.3 by striking out "and;" and adding a period at the end of Paragraph a.3.

SC 7.04.A.1 "Or Equals"
Delete paragraph 7.04.A.1.a.4 in its entirety and insert the following in its place:

[Deleted]

SC 7.06.A Concerning Subcontractors, Suppliers, and Others

Amend Paragraph 7.06.A by adding the following text to the end of the Paragraph:

The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC 7.06.B Concerning Subcontractors, Suppliers, and Others

Delete paragraph 7.06.B in its entirety and insert the following in its place:

[Deleted]

SC 7.06.E Concerning Subcontractors, Suppliers, and Others

Amend the second sentence of Paragraph 7.06.E by striking out "Owner may also require Contractor to retain specific replacements; provided, however, that".

SC 10.03 Project Representative

Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Owner's appointed agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison*:
    a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. *Shop Drawings and Samples:*
    a. Record date of receipt of Samples and approved Shop Drawings.
    b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

7. *Review of Work and Rejection of Defective Work*:

   a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. *Inspections, Tests, and System Startups:*

   a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

   b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

9. *Records:*

   a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

   b. Maintain records for use in preparing Project documentation.

10. *Reports:*

    a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals

and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *Completion*:

    a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

    b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

    c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC 13.02.C Allowances

Delete Paragraph 13.02.C in its entirety and insert the following in its place:

[Deleted]

SC 15.01.B Progress Payments

Amend the second sentence of Paragraph 15.01.B.1 by striking out the following text: "a bill of sale, invoice, or other."

SC 15.01.B.3 Progress Payments

Add the following language at the end of paragraph 15.01.B.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC 15.01.B.4 Progress Payments
Add the following new Paragraph after Paragraph 15.01.B.3:

The Application for Payment form to be used on this Project is EJCDC C-620.

SC 15.01.D.1 Progress Payments
Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC 15.02.A Contractor's Warranty of Title
Amend Paragraph 15.02.A by striking out the following text: "no later than seven days after the time of payment by Owner" and insert "no later than the time of payment by Owner."

PERFORMANCE BOND

CONTRACTOR *(name and address)*:
Robert E. Porter Construction Co., Inc.
1720 W. Lincoln St.
Phoenix, AZ 85007

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
City of San Luis
1090 E. Union Street, San Luis, AZ 85349

CONSTRUCTION CONTRACT
Effective Date of the Agreement: July 13, 2016
Amount:
Description *(name and location)*: San Luis East WWTP Basin Repair, San Luis, AZ

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

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the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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PAYMENT BOND

CONTRACTOR *(name and address)*:

Robert E. Porter Construction Co., Inc.
1720 W. Lincoln St.
Phoenix, AZ 85007

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
City of San Luis
1090 E. Union Street, San Luis, AZ 85349

CONSTRUCTION CONTRACT
Effective Date of the Agreement: July 13, 2016
Amount:
Description *(name and location)*: San Luis East WWTP Basin Repair, San Luis, AZ

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which

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the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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APPLICATION FOR PAYMENT

Excel version of the EJCDC C-620 will be provided upon contract execution.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. _____

To (Owner):	Application Period:	Application Date:
	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment
Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. **ORIGINAL CONTRACT PRICE** ..... $ _____
2. **Net change by Change Orders** ..... $ _____
3. **Current Contract Price (Line 1 ± 2)** ..... $ _____
4. **TOTAL COMPLETED AND STORED TO DATE**
   (Column F total on Progress Estimates) ..... $ _____
5. **RETAINAGE:**
   a. X _____ **Work Completed** ..... $ _____
   b. X _____ **Stored Material** ..... $ _____
   c. **Total Retainage (Line 5.a + Line 5.b)** ..... $ _____
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)** ..... $ _____
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)** ..... $ _____
8. **AMOUNT DUE THIS APPLICATION** ..... $ _____
9. **BALANCE TO FINISH, PLUS RETAINAGE**
   (Column G total on Progress Estimates + Line 5.c above) ..... $ _____

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

EJCDC® C-620 Contractor's Application for Payment
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Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):				Application Number:			
Application Period:				Application Date:			
			Work Completed	E	F		G
A		B	C	D			
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A					B	C	D	E	F		
Item		Contract Information									
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)

Stored Material Summary

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A		B	C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount ($)			Date (Month/ Year)	Amount ($)	
				Totals							

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CHANGE ORDER

Change Order No. _____

Date of Issuance:		Effective Date:	July 13, 2016
Owner:	City of San Luis	Owner's Contract No.:	N/A
Contractor:	Robert E. Porter Construction Co., Inc.	Contractor's Project No.:	
Engineer:	PACE	Engineer's Project No.:	A911
Project:	San Luis East WWTP Basin Repair	Contract Name:	San Luis East WWTP Basin Repair

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $_____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: $_____	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized	Contractor (Authorized
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

NOTICE TO PROCEED #1 – PHASE A

Owner:	City of San Luis	Owner's Contract No.:	N/A
Contractor:	Robert E. Porter Construction Co., Inc.	Contractor's Project No.:	
Engineer:	PACE	Engineer's Project No.:	A911
Project:	San Luis East WWTP Basin Repair	Contract Name:	San Luis East WWTP Basin Repair
		Effective Date of Contract:	July 13, 2016

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on TBD. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of calendar days to achieve Substantial Completion is 30.

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

NOTICE TO PROCEED #2 – PHASE B

Owner:	City of San Luis	Owner's Contract No.:	N/A
Contractor:	Robert E. Porter Construction Co., Inc.	Contractor's Project No.:	
Engineer:	PACE	Engineer's Project No.:	A911
Project:	San Luis East WWTP Basin Repair	Contract Name:	San Luis East WWTP Basin Repair
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of calendar days to achieve Substantial Completion is 30.

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

CERTIFICATE OF SUBSTANTIAL COMPLETION #1 – PHASE A

Owner:	City of San Luis	Owner's Contract No.:	N/A
Contractor:	Robert E. Porter Construction Co., Inc.	Contractor's Project No.:	
Engineer:	PACE	Engineer's Project No.:	A911
Project:	San Luis East WWTP Basin Repair	Contract Name:	San Luis East WWTP Basin Repair

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

_____
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None ☐ As follows

Amendments to Contractor's responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION #2 – PHASE B

Owner:	City of San Luis	Owner's Contract No.:	N/A
Contractor:	Robert E. Porter Construction Co., Inc.	Contractor's Project No.:	
Engineer:	PACE	Engineer's Project No.:	A911
Project:	San Luis East WWTP Basin Repair	Contract Name:	San Luis East WWTP Basin Repair

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

_____
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None ☐ As follows

Amendments to Contractor's responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

BID FORM

City of San Luis
San Luis, AZ
East WWTP Basin Repair

Submitted By:

Contractor: ROBERT E. PORTER CONSTRUCTION CO. INC.

Date: 5-25-16

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EJCDC® C-410, Bid Form for Construction Contracts.
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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of San Luis
Public Works Department
1090 E. Union Street, San Luis, AZ 85349

Mailing Address: P.O. Box 1170, San Luis, AZ 85349-1170
Attention: Mr. Manuel Rojas, Assistant Public Works Director

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
1	5-20-16

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

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reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

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ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

Item	Description	Proposed Product/Details*	Unit	Est. Quantity	Bid Unit Price	Bid Price
1	Mobilization & Demobilization	Not Applicable (N/A)	LS	1	$147,553.00	$147,553.00
2	Concrete Crack Repair	VANDEX	LF	825	$52.06	$42,949.00
3	Crystalline Waterproof	VANDEX	SF	32,282	$4.85	$156,567.00
4					Total Bid Price	$347,069.00
5	Bid Alternate 1**	N/A	LS	1	$35,216.00	$35,216.00

**Please identify product selection for example "Euclid", "Avanti", etc.*
***This bid amount shall be the additional amount required to "fast track" Phase A in June/July 2016. This amount will be added to the Total Bid Price (Line 4).*

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price $ 347,069.00

THREE HUNDRED FORTY SEVEN AND SIXTY NINE DOLLARS

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

C. Contractor's License No.: 074603 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids; and

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

ROBERT E. PORTER CONSTRUCTION CO., INC.

By:
[Signature] Earl Lucas

[Printed name] Earl Lucas

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] Karlene M Clark

[Printed name] Karlene M Clark

Title: Controller

Submittal Date: 5-26-16

Address for giving notices:

1720 W. LINCOLN STREET
PHOENIX, AZ 85007

Telephone Number: 602-253-4911

Fax Number: 602-340-9533

Contact Name and e-mail address: MIKE KAIF
MKAIFF@ROBERTPORTERCONSTRUCTION.COM

Bidder's License No.: B1-074603
(where applicable)

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BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
Robert E. Porter Construction Co., Inc.
1720 W. Lincoln St
Phoenix, AZ 85007

SURETY *(Name, and Address of Principal Place of Business)*:
Travelers Casualty and Surety Company of America
c/o 4646 E Van Buren St. #200
Phoenix, AZ 85008

OWNER *(Name and Address)*:
City of San Luis
1090 E. Union Street, San Luis, AZ 85349

BID

Bid Due Date: May 26, 2016
Description *(Project Name— Include Location)*: San Luis East WWTP Basin Repair

BOND

Bond Number: N/A
Date: May 26, 2016
Penal sum Ten percent of amount of bid (Words) $ 10% of bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	SURETY
Robert E. Porter Construction Co., Inc. (Seal)	Travelers Casualty and Surety Company of America (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Earl Lucas	By: Lori L Dawson-Brown
Signature	Signature (Attach Power of Attorney)
Earl Lucas	Lori L Dawson-Brown
Print Name	Print Name
President	Attorney-in-Fact
Title	Title
Attest: Karen Clark	Attest: Kendall
Signature	Signature
Title Controller	Title Witness

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228254

Certificate No. 005992682

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Deborah K. Anderson, Lori L. Dawson-Brown, Michael D. Specht, Mikal F. Cronin, and Steven E. Minard

of the City of Phoenix, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of July, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 22nd day of July, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. **SUBMITTED BY:**

   Official Name of Firm: Robert E. Porter Construction Co Inc.

   Address: 1720 W. Lincoln St.

   Phoenix, AZ 85007

2. **SUBMITTED TO:**

3. **SUBMITTED FOR:**

   Owner: City of San Luis

   Project Name: San Luis East WWTP Basin Repair

   TYPE OF WORK:

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Mike Kaff

   Title: Project Manager Estimator

   Phone: Office - 602-253-4911; Cell 602-885-1794

   Email: mkaff@robertporterconstruction.com

5. **AFFILIATED COMPANIES:**

   Name:

   Address:

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6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☑ CORPORATION

State of Organization: Arizona

Date of Organization: October 1983

Executive Officers:

- President: Earl Lucas, President; Robert E Porter, CEO

Vice President(s): Judith B. Porter

_____

_____

Treasurer: Robert E. Porter

Secretary: Judith B. Porter

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

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☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:
- Address:

Joint Venture Managing Partner

- Name:
- Address:

Joint Venture Managing Partner

- Name:
- Address:

7. LICENSING

Jurisdiction: Arizona; California; Nevada

Type of License: AZ - A; B1; B; NV - B; CA - B

License Number: AZ ROC 278369, 074603, 099055; CA 860252; NV 0032344

Jurisdiction:

Type of License:

License Number:

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8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Travelers Surety

Address: 20860 N, Tatum Blvd. Suite 400

Phoenix,, AZ 85050

Bonding Agent: Minard-Ames Insurance Group

Address: 4646 E. Van Buren St., Suite 200

Phoenix, AZ 85008

Contact Name: Mike Specht

Phone: 602-393-3431

Aggregate Bonding Capacity: $8 Million

Available Bonding Capacity as of date of this submittal: $8 Million

10. CONSTRUCTION EXPERIENCE:

Previous Experience:

List Previous Experience on Project Reference Form attached.

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

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☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

11. SAFETY PROGRAM:

Name of Contractor's Safety Officer: John O'Neal

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2015-16	EMR	.62
YEAR	2014-15	EMR	.67
YEAR	2013-14	EMR	.70
YEAR	2012-13	EMR	.76
YEAR	2011-12	EMR	.82

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2015-16	TRFR	0
YEAR	2014-15	TRFR	2.14
YEAR	2013-14	TRFR	4.96
YEAR	2012-13	TRFR	5.13

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YEAR 2011-12 TRFR 5.97

Total number of man-hours worked for the last 5 Years:

YEAR	2015	TOTAL NUMBER OF MAN-HOURS	90867
YEAR	2014	TOTAL NUMBER OF MAN-HOURS	93369
YEAR	2013	TOTAL NUMBER OF MAN-HOURS	80690
YEAR	2012	TOTAL NUMBER OF MAN-HOURS	77940
YEAR	2011	TOTAL NUMBER OF MAN-HOURS	67042

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2015	DART	0
YEAR	2014	DART	2.14
YEAR	2013	DART	4.96
YEAR	2012	DART	5.13
YEAR	2011	DART	5.97

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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Robert E. Porter Construction Co Inc.

BY: [signature]

TITLE: Mike Kaff

DATED: 5-24-16

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 24 DAY OF May 20 16

NOTARY PUBLIC - STATE OF Arizona

MY COMMISSION EXPIRES: October 3, 2017

REQUIRED ATTACHMENTS

1. Previous Experience (Project Reference Forms).
2. List of Subcontractors & Material Suppliers (Form Attached)
3. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
4. Resumes of officers and key individuals (including Project Manager, Field Supervisor and Safety Officer) of firm.
5. Required safety program submittals listed in Section 12.
6. Additional items as pertinent.

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PROJECT REFERENCE FORM

SIMILAR (IN SCOPE AND SIZE) CONCRETE REPAIR PROJECTS

Copy this sheet for additional project references. Provide project references for at least three (3) projects completed with the last five (5) years. Please limit to 5 projects as no additional credit will be given for any more.

Project

Project Name and Location:

VAL VISTA WATER TREATMENT PLANT - MESA, AZ

Owner Contact (Name, Address & Phone Number):

CITY OF PHOENIX - LISA JACKSON - 602-334-5967
SUNDT CONSTRUCTION - MELESIO MARTINEZ 480-293-3155

Architect or Engineer Contact (Name, Address & Phone Number):

BLACK AND VEATCH
3133 E. CAMELBACK ROAD
PHOENIX, AZ 85016
DALLAS SWEET
602-381-4400

Brief Description of Project, Scope of Work Performed:

1) SANDBLASTING OF WALLS & FLOORS OF 2 G.A.C. CONTACTORS.
2) REPAIR CRACKS WITH VANDEX CONSTRUCTION JOINT TAPE SYSTEM.
3) APPLY TWO COATS OF VANDEX SUPER CRYSTALLINE WATERPROOFING MATERIALS TO THE WALLS AND FLOORS OF THE TWO G.A.C. CONTACTORS.

Original Bid Amount:

$ 134,994.00

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Copy this sheet for additional project references. Provide project references for at least three (3) projects completed with the last five (5) years. Please limit to 5 projects as no additional credit will be given for any more.

Project

Project Name and Location:
Palo Verde Water Reclaimation Facility Wintersburg, Arizona

Owner Contact (Name, Address & Phone Number):
Chris Bird WRF Projects email: Christopher.Bird@Aps.com
5801 S. Wintersburg Rd, M.S. 6215
Tonopah AZ 85354 office: (623) 393-3096

Architect or Engineer Contact (Name, Address & Phone Number):
Adam Farnholtz, P.E. email: Adam.Farnholtz@aps.com
5801 S. Wintersburg Rd. M/S 6215
Tonopah, AZ 85354 office (623) 393-6411

Brief Description of Project, Scope of Work Performed:
TFFC Sump outage work
deteriorated concrete repair
22,000 man hours in 11 days
zero injuries or accidents

Original Bid Amount:
$2.5 million

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PROJECT REFERENCE FORM

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Project
Project Name and Location: THE WESTIN KIERLAND, SCOTTSDALE AZ
Owner Contact (Name, Address & Phone Number): THE WESTIN HOTEL RESORT AND SPA 15020 N. CLUBGATE DRIVE SCOTTSDALE, AZ 85254
Architect or Engineer Contact (Name, Address & Phone Number): COATINGS APPLICATIONS AND WATERPROOFING 5125 N. 2ND STREET ST. LOUIS, MO 63147 JIM MOENNING (314) 795-4920
Brief Description of Project, Scope of Work Performed: 1) SANDBLASTING OF THE WATER FEATURES (ALL POOLS AND LAZY RIVER) 2) REPAIR CRACKS AND PATCH AS NEEDED. 3) APPLY WATERPROOF COATING TO ALL POOLS AND LAZY RIVER SURFACES.
Original Bid Amount: $ 332,718.00

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PROJECT REFERENCE FORM

SIMILAR (IN SCOPE AND SIZE) CONCRETE REPAIR PROJECTS

Copy this sheet for additional project references. Provide project references for at least three (3) projects completed with the last five (5) years. Please limit to 5 projects as no additional credit will be given for any more.

Project
Project Name and Location: Cooling Tower Life Extension / Palo Verde Nuclear Power Plant
Owner Contact (Name, Address & Phone Number): Paul Mabee 5801 S. Wintersburg Rd Tonopah, AZ 623-208-9821
Architect or Engineer Contact (Name, Address & Phone Number): Will Nau 5801 S. Wintersburg Rd Tonopah, AZ 623-393-6694
Brief Description of Project, Scope of Work Performed: Shoring, demolition and replacement (full and partial depth) of structural concrete. Work performed in 12-24 hour periods of a plant refueling outage. 100% safe work performance.
Original Bid Amount: $613,810.00

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PROJECT REFERENCE FORM

SIMILAR (IN SCOPE AND SIZE) CONCRETE REPAIR PROJECTS

Copy this sheet for additional project references. Provide project references for at least three (3) projects completed with the last five (5) years. Please limit to 5 projects as no additional credit will be given for any more.

Project

Project Name and Location:
VAL VISTA WATER TREATMENT PLANT - MESA - AZ

Owner Contact (Name, Address & Phone Number):
CITY OF PHOENIX - SUNDT CONSTRUCTION
200 W. WASHINGTON STREET JASON JONES
PHOENIX, AZ 85003

Architect or Engineer Contact (Name, Address & Phone Number):
CAROLLO ENGINEERS GEORGE WHITTEN
4600 E. WASHINGTON STREET 602-263-9500
PHOENIX, AZ 85034

Brief Description of Project, Scope of Work Performed:
REPAIR OF CRACKS IN FOUR FLOCCULATION BASINS AT THE WATER TREATMENT PLANT.

Original Bid Amount:
$ 93,034.00

EJCDC® C-4S1, Qualifications Statement.
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LIST OF SUBCONTRACTORS & MATERIAL SUPPLIERS

SPECIALTY	SUBCONTRACTOR/MATERIAL SUPPLIER NAME	LICENSE # (If Applicable)
VACUUM TRUCK	BADGER DAYLIGHTING	268390
VANDEX DISTRIBUTOR	BORDER CONSTRUCTION SPECIALTIES	N/A

EJCDC® C-410, Bid Form for Construction Contracts.
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MINARD-AMES
INSURANCE SERVICES LLC
INSURICA

February 5, 2016

RE: Robert E. Porter Construction

To Whom It May Concern:

We submit this letter in recommendation of our valued client, Robert E. Porter Construction. In our opinion, this firm is most capably staffed, properly financed and possesses very successful management that would not entertain a commitment it could not fulfill.

Minard-Ames Insurance Services LLC has arranged a surety program for Robert E. Porter Construction with Travelers Casualty and Surety Company of America. They are a Treasury Listed, "A++" XV ($2 billion or greater Financial Size Category) Best rated surety company and have been able to meet the surety needs of Robert E. Porter Construction. They have responded to single projects with bond requirements of $8,000,000 and a total work program of $12,000,000.

Bonds issued are always based on a satisfactory review of all contract documents, bond forms, verification of financing, and other current relevant underwriting information. Any arrangement for bonds is a matter between the contractor, surety and us. We assume no liability to third parties or to you if for any reason we do not execute said bond or bonds.

We are pleased to share with you our most favorable experience and regard for our client. Should you have any questions, please feel free to call our office.

Thank you.

Sincerely,

Lori L. Dawson-Brown
Assistant Underwriting Executive

East Gateway Center
4646 East Van Buren
Street, #200
Phoenix, Arizona
85008
P : 602.273.1625
F : 602.273.0212
W : Insurica.com

MINARD-AMES
INSURANCE SERVICES LLC
INSURICA

April 13, 2015

To Whom It May Concern:

Listed below is the experience modification history for Robert E Porter Construction Co., Inc.

7/1/2015	.62
7/1/2014	.67
7/1/2013	.70
7/1/2012	.76
7/1/2011	.82

Please feel free to call me with any questions you may have.

Sincerely,

Carol Trelford

Carol Trelford
Account Executive
602-393-3419

East Gateway Center
4646 East Van Buren Street, #200
Phoenix, Arizona 85008
P : 602.273.1625
F : 602.273.0212
W : Insurica.com

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2011

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
2	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Robert E. Porter Construction Co., Inc.

Street: 1720 W. Lincoln St.

City: Phoenix State: AZ Zip: 85007

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
236220

Employment information

Annual average number of employees: 32

Total hours worked by all employees last year: 67042.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Charlie Clark — Company executive

Controller — Title

602-253-4911 — Phone

01/03/2012 — Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2012

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name: Robert E. Porter Construction Co., Inc.

Street: 1720 W. Lincoln St.

City: Phoenix State: AZ Zip: 85007

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
236220

Employment information

Annual average number of employees: 35

Total hours worked by all employees last year: 77940

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Charlie Clark
Company executive

Controller
Title

602-253-4911
Phone

01/28/2013
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2013

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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Establishment information

Your establishment name: Robert E. Porter Construction Co., Inc.

Street: 1720 W. Lincoln St.

City: Phoenix State: AZ Zip: 85007

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
236220

Employment information

Annual average number of employees: 39

Total hours worked by all employees last year: 80690.5

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Charlie Clark
Company executive

Controller
Title

602-253-4911
Phone

01/31/2014
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2014

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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Establishment information

Your establishment name: Robert E. Porter Construction Co., Inc.

Street: 1720 W. Lincoln St.

City: Phoenix State: AZ Zip: 85007

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
236220

Employment information

Annual average number of employees: 50

Total hours worked by all employees last year: 93369.5

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Charlie Clark
Company executive

Controller
Title

602-253-4911
Phone

01/14/2015
Date

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2015

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

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Street: 1720 W. Lincoln St.

City: Phoenix State: AZ Zip: 85007

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
236220

Employment information

Annual average number of employees: 50

Total hours worked by all employees last year: 90866.5

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Charlie Clark — Company executive

Controller — Title

602-253-4911 — Phone

01/07/2016 — Date

EARL E. LUCAS
PRESIDENT



ROBERT E. PORTER
Construction Co., Inc.

1720 W. Lincoln St.
Phoenix, AZ 85007
602.253.4911
FAX: 602.340.9533

STATEMENT OF QUALIFICATIONS

1980 - 1981	Continental Homes, Customer Service
1981 - 1983	Coventry Homes, Customer Service, Assistant Superintendent
1984 - Present	Robert E. Porter Construction

Major Projects & Values

1st Institutional Baptist	New All Purpose Building	$3,555,000.00
Arizona Plating	Fire Restoration	$1,300,000.00
AST - Santa Maria Elementary	Structural Repairs	$668,554.00
AST - Kyrene CI Waggoner Sch	Structural Repairs	$1,112,297.00
AST - Kyrene Middle School	Roof Repair & Replacement	$1,743,567.00
AZ Veterans Coliseum	Structural Roof Repairs	$3,284,296.00
Burns Pest Elimination	New Corporate Offices	$2,021,864.00
Esplanade Parking Garage	Concrete Repairs	$877,492.00
Esplanade Buildings	Structural Repairs	$532,849.00
First Institutional Baptist	Additions and Renovation	$2,019,248.99
First Chinese Baptist	Family Life Center	$779,885.00
Food City	Remodel & Addition	$2,167,445.00
Hospice of the Valley	New Facility	$2,799,363.00
Hospice of the Valley	Thunderbird Palliative Care Unit	$2,650,991.00
Hospice of the Valley	Eckstein Palliative Care Unit	$1,017,382.00
Kingman Grace Lutheran	New Sanctuary	$1,218,392.00
National Bank of Az.	Solar Panels	$514,052.00
Palm Harbor Homes	Plant Addition	$540,618.00
Palo Verde NGS WTF	TF/FC Sump Conc (Spring 12)	$3,828,032.00
Palo Verde NGS WTF	TF/FC Trickling Filter Conc (Fall 10)	$1,770,624.00
Palo Verde NGS WTF	TF/FC Sump Concrete Repairs	$431,196.00
Palo Verde NGS WTF	TF/FC Sump Conc (Fall 11)	$2,225,541.00
Phoenix First Assembly	Lobby Expansion Addition	$6,429,721.00
PWP - Carefree Hwy/54th St	Site Work and Pad	$473,426.00
Ranch Market	Fire Restoration	$531,805.00

MIKE KAFF
ESTIMATOR/PROJECT MANAGER
STRUCTURAL REPAIRS



ROBERT E. PORTER
Construction Co., Inc.
1720 W. Lincoln St.
Phoenix, AZ 85007
602 253 4911
FAX: 602-340-9533

STATEMENT OF QUALIFICATIONS

Education	1983 – 1985 Arizona State University
1984 - 1997	Truesdell Corporation, Estimator/Project Manager
1997 - 2010	Applied Waterproofing Technology (AWT Inc.), Estimator/Project Manager
2010 - 2013	Truesdell Corporation, Estimator/Project Manager
2013 - Current	Robert Porter Construction, Estimator/Project Manager

Major Projects & Values

Arizona State University	10 Parking Garages – Repairs	$990,000.00
Caesar's Palace Lake Tahoe	Building Envelope/Parking Repairs	$1,600,000.00
CA&W - Westin Kierland Resort	Lazy River Coatings	$333,258.00
City of Prescott	Repairs to 4 Dams	$900,000.00
City of Tucson Wilmot Reservoir	Concrete Repairs	$1,300,000.00
Hazard Center Mall Mission Valley	Epoxy Injection	$610,000.00
Holiday Inn Santa Fe NM	Building Envelope Repairs	$350,000.00
Horizon Hotel Lake Tahoe	Parking Garage Repairs	$700,000.00
HSW - SMOCA	Parking Garage Repairs	$408,602.00
HSW - SCC	Parking Garage Repairs	$241,843.00
Hyatt Classic Residence	Building Envelope Repairs	$240,000.00
Hyatt Classic Residence	Building Envelope Repairs	$240,000.00
Lawrence Welk Resort SD	Below Grade Waterproofing	$700,000.00
Minneapolis Airport	Parking Garage Repairs	$2,200,000.00
REIT - Tolleson Commerce Park	Tilt Wall Repairs	$209,058.00
San Diego Gaslamp Hotel	Building Envelope Repairs	$1,800,000.00
San Diego Clarion Hotel	Building Envelope Repairs	$900,000.00
Scottsdale Shadows	Parking Garage Repairs	$800,000.00
St. Joseph's Hospital	3rd Ave Parking Garage Repairs	$224,241.00

JOHN O'NEAL
SUPERINTENDENT



ROBERT E. PORTER
Construction Co., Inc.
1720 W. Lincoln St.
Phoenix, AZ 85007
602-253-4911
FAX: 602-340-9533

STATEMENT OF QUALIFICATIONS

Education	University of Tennessee at Knoxville, 1981-1984 University of Tennessee at Chattanooga, 1992-1994, 500 Hour OSHA Certification, Licensed in Maricopa County for Dust Control
1984 - 1994	Omega Stone & Installation, Inc., Owner and President
1994 - 2003	McCon Building and Petroleum Inc., Superintendent/Project Manager Arizona Commercial Builders Inc., Project Manager, The Tyree Organization, Project Manager, M. Greenberg Construction, Project Manager
2003 - 2009	Arthur Porter Construction, Superintendent
2009 - Present	Robert E. Porter Construction, Superintendent

Major Projects & Values

AST - Santa Maria Elementary	Structural Repairs	$668,554.00
AST - Kyrene Middle School	Roof Collapse Structural Repairs	$1,743,656.00
Bashas Shopping Center	New Construction	$3,400,000.00
Hayden -Wilkelman School	Deficiency Corrections	$2,400,000.00
Hospice of the Valley	Thunderbird Palliative Care Unit	$2,650,991.00
Kingman High School	Deficiency Corrections	$1,300,000.00
Marinette Recreation Center	Remodel & New Construction	$3,857,645.00
Palo Verde NGS WTF	TF/FC Sump Concrete Repairs	$431,196.00
Palo Verde NGS WTF	Contract Safety Officer	$875,000.00
Palo Verde NGS WTF	TF/FC Sump Conc (Fall 11)	$2,225,541.00
Palo Verde NGS WTF	Clarifier 8 Junction Box	$316,320.00
Palo Verde NGS WTF	TF/FC Trickling Filter Conc (Fall 10)	$1,770,624.00
Palo Verde NGS	Cooling Tower Gate Structures	$479,493.00
Palo Verde NGS WTF	TF/FC Sump Conc (Spring 12)	$3,828,032.00
PWP - Goodwill Center	New Construction	$2,561,236.00
Redemption – Arcadia	New Facilities	$1,723,043.00

UNITED STATES DEPARTMENT OF LABOR

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

OSHA Training Institute, Region IX Education Center

A Division of UCSD Extended Studies And Public Programming

JOHN WILLIAM O'NEAL

HAS DILIGENTLY AND WITH MERIT COMPLETED TRAINING IN

OSHA 500 - TRAINER COURSE -
CONSTRUCTION INDUSTRY

AUGUST 19-22, 2013
DATE

Henry E. Payne

DIRECTOR,
OSHA TRAINING INSTITUTE

Leslie MacKay

DIRECTOR,
OSHA TRAINING INSTITUTE
UNIVERSITY OF CALIFORNIA, SAN DIEGO EDUCATION CENTER
DIVISION OF EXTENDED STUDIES AND PUBLIC PROGRAMS

OSHA

U.S. Department of Labor

University of California, San Diego (860) 358-9206

This card acknowledges that the recipient has successfully completed the required training to be designated as an

OSHA Authorized Construction Trainer

JOHN WILLIAM O'NEAL U06515893

Completion of this course authorizes the trainer to conduct 10- and 30-hour Construction courses in accordance with Outreach Training Program requirements.

Charles J. Fields

Director, OSHA Training Institute

Expiration Date 8 22 2017

The OSHA Outreach Training Program is voluntary program that works with OSHA authorized trainers to [illegible] and health

The card identifies the bearer as having completed training [illegible] in accordance with OSHA's Outreach Training Program requirements. The card is not a certification of the bearer's skills, knowledge, or abilities.

To request a student card, send the required [illegible] and [illegible] to the Outreach Training Program address specified [illegible] Outreach Training Program website, specified [illegible]

The trainer must maintain training records for [illegible] years. Records must include student's [illegible] and OSHA reserves the right to request [illegible]

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to five years, or both.

The OSHA Outreach Training Program [illegible]

Rev. 9/2012

JEREMY LUCAS
SUPERINTENDENT

ROBERT E. PORTER
Construction Co., Inc.
1720 W. Lincoln St.
Phoenix, AZ 85007
602.253.4911
FAX: 602-340-9533

STATEMENT OF QUALIFICATIONS

2008 - 2010	Robert E. Porter Construction, Carpenter
2010 - 2012	Robert E. Porter Construction, Assistant Superintendent
2012 - Present	Robert E. Porter Construction, Superintendent

Major Projects & Values

AZ Veterans Coliseum	Structural Roof Repairs	$3,284,296.00
Caliente - Chase Field	Section 130, Bearing Plates	$575,936.00
Chase Field	Diamond Club Tenant Improvement	$399,576.00
Chase Field	Seating Modifications Outfield, LMR&S	$282,750.00
Chase Field	New Dugout Suites	$165,000.00
Chase Field	10 other projects including Futures Field	$176,273.00
City of Flagstaff	Pulliam Airport Expansion Joint Repairs 2013	$186,231.00
City of Flagstaff	Pulliam Airport Expansion Joint Repairs 2014	$149,148.00
Esplanade Buildings	Structural Repairs	$956,983.00
Jokake – Chase Field	Dywidag & Concrete Rehab	$285,024.00
Palo Verde NGS WTF	TF/FC Sump Concrete Repairs	$431,196.00
Palo Verde NGS WTF	TF/FC Sump Conc (Fall 11)	$2,225,541.00
Palo Verde NGS WTF	TF/FC Sump Conc (Spring 12)	$3,828,032.00
Palo Verde NGS WTF	TF/FC Trickling Filter Conc (Fall 10)	$1,770,624.00
Palo Verde NGS WTF	Clarifier 8 Junction Box	$316,320.00
Palo Verde NGS WTF	Separation Walls	$404,637.00
Palo Verde NGS	Cooling Tower Gate Structure	$479.493.00
Palo Verde NGS	CTLE Spring/Fall Outages (2014)	$849,161.00
Palo Verde NGS	CTLE Spring/Fall Outages (2015)	$815,343.00
Palo Verde NGS	Cooling Tower F13 Repairs	$236,350.00
Solana Solar	Concrete Repairs	$73,990.00

STEVE MARTINEZ
STRUCTURAL SUPERINTENDENT

ROBERT E. PORTER
Construction Co., Inc.
1720 W. Lincoln St.
Phoenix, AZ 85007
602-253-4911
FAX: 602-340-9533

STATEMENT OF QUALIFICATIONS

1991 - 1994	Precision Die and Stamping, Shipping/Receiving
1995 - 2012	J F Ellis Corp, Superintendent
2012 - Present	Robert E. Porter Construction, Structural Superintendent

Major Projects & Values

Caliente - Chase Field	Section 130, Bearing Plates	$575,936.00
Casino Arizona	Parking Garage	$1,300,000.00
City Scape	Concrete Pours (2010)	$2,200,000.00
Heard Museum	Concrete Pours (2005)	$750,000.00
HSW - Civic Center	Parking Garage Repair	$241,843.00
HSW - SMOC	Parking Garage Repairs	$408,602.00
Jokake - Chase Field	Dywidag & Concrete Rehab	$285,024.00
Mesa Southwest Museum	Concrete Pours (2003)	$2,000,000.00
Northern Arizona Univ.	Native American Cultural Center	$900,000.00
Palo Verde NGS WTF	TF/FC Sump Concrete Repairs	$431,196.00
Palo Verde NGS WTF	TF/FC Trickling Filter Conc (Fall 10)	$1,770,624.00
Palo Verde NGS	Cooling Tower Gate Structures	$479,493.00
Palo Verde NGS WTF	Clarifier 8 Junction Box	$316,320.00
Palo Verde NGS WTF	Separation Walls	$404,637.00
Palo Verde NGS	Cooling Tower F13 Repairs	$236,350.00
Palo Verde NGS WTF	TF/FC Sump Conc (Fall 11)	$2,225,541.00
Palo Verde NGS	CTLE Spring/Fall Outage (2015)	$815,343.00
Palo Verde NGS	CTLE Spring Outage (2014)	$612,811.00
Palo Verde NGS WTF	TF/FC Sump Conc (Spring 12)	$3,828,032.00
Phoenix Art Museum	Concrete Pours (2010)	$980,000.00
US Airways Center	Concrete Pours	$1,800,000.00

ROD WERNER
SUPERINTENDENT

ROBERT E. PORTER
Construction Co., Inc.
1720 W. Lincoln St.
Phoenix, AZ 85007
602.253.4911
FAX: 602-340-9533

STATEMENT OF QUALIFICATIONS

1974-1981	Northern Arizona University, Bachelor of Science Degree, Glendale Community College, Construction and Business, Apprentice Carpenter
1982-1997	Sentinel Limited, Project Mgr./VP; RGW Construction Co., Project Manager/Superintendent; Reppel Steel, Project Manager; Chatco Inc., General Manager
1997-2004	Robert E. Porter Construction Co. Inc. - Superintendent
2004-2006	Concord Companies, Inc. - Superintendent
2006-Present	Robert E. Porter Construction Co., Inc. - Superintendent

Major Projects & Values

1st Institutional Baptist	New Family Life Bldg.	$3,536,892.00
AST - Dysart Elementary	Structural Repairs	$350,000.00
AST - Kyrene CI Waggoner	Structural Repairs	$1,112,297.00
AST - Santa Maria Middle	Structural Repairs	$668,554.00
AST - Kyrene Schools	Various School Truss Repairs	$315,681.00
Chase Field	Diamond Club Tenant Improvement	$399,576.00
Chase Field	10 other projects including Futures Field	$176,273.00
Chase Field	Seating Modifications Outfield, LMR&S	$282,750.00
Esplanade Buildings	Structural Repairs	$956,983.00
Holy Trinity Church	New Bldg. & Remodel	$1,323,608.00
Mortgages Ltd.	Tenant Improvement	$2,800,000.00
Palo Verde NGS WTF	TF/FC Sump Conc (Fall 11)	$2,225,541.00
Palo Verde NGS WTF	TF/FC Sump Concrete Repairs	$431,196.00
Palo Verde NGS WTF	Contract Project Management On Going	$875,000.00
Palo Verde NGS WTF	TF/FC Trickling Filter Conc (Fall 10)	$1,770,624.00
Rockridge Remodel	Remodel	$1,200,000.00
Strategic Solar Energy	Fry's 659 Power Parasol	$1,769,819.00

COREY OLSEN
SUPERINTENDENT



ROBERT E. PORTER
Construction Co., Inc.
1720 W. Lincoln St.
Phoenix, AZ 85007
602.253.4911
FAX: 602-340-9533

STATEMENT OF QUALIFICATIONS

1980-1982	Anry Construction, Carpenter
1982-1986	United States Marine Corp
1986-1993	Sundt Corp, Carpenter, Field Superintendent
1993-Present	Robert E. Porter Construction, Superintendent

Major Projects & Values

Arizona Plating	Haz Mat & Demolition	$1,300,000.00
AST - Kyrene Centennial	Structural Repairs	$350,043.00
AST - Mensendick Elementary	Structural Settlement Repairs	$214,574.00
AZ Veterans Coliseum	Structural Roof Repairs	$3,284,296.00
Bank One Ballpark (Now Chase)	Matrix Boards & Parking Lot	$482,307.00
Camidor Properties	Structural Repair	$187,625.00
Carpet Depot	Roof Deck & Roofing Repairs	$240,637.00
Chase Field	New Dugout Suites	$165,000.00
Caliente - Chase Field	Section 130, Bearing Plates	$575,936.00
Esplanade Parking Garage	Structural Repairs	$1,158,000.00
HSW - SMOC	Parking Garage Repairs	$506,860.00
Jokake – Chase Field	Dywidag & Concrete Rehab	$285,024.00
McDowell Mountain Elementary	Structural Roof Repairs	$286,736.00
Palm Harbor Homes	Fire Restoration	$674,426.00
Palo Verde NGS WTF	TF/FC Sump Concrete Repairs	$431,196.00
Palo Verde NGS WTF	TF/FC Trickling Filter Conc (Fall 10)	$1,770,624.00
Palo Verde NGS WTF	TF/FC Sump Conc (Spring 12)	$3,828,032.00
Palo Verde NGS WTF	TF/FC Sump Conc (Fall 11)	$2,225,541.00
Palo Verde NGS	Cooling Tower Gate	$479,493.00
Palo Verde NGS	Cooling Tower F13 (Spring 14)	$236,350.00
Palo Verde NGS	CTLE Spring Outage (2014)	$612,811.00
Palo Verde NGS	CTLE Spring/Fall Outage (2015)	$815,343.00
Sky Harbor Terminal 4	Carbon Fiber Reinforcement	$199,797.00
US Airways (Now Talking Stick)	Tenant Improvement	$220,214.00

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. D.**

Meeting Date: 08/10/2016

Department Head: Eulogio Vera, Public Works Director, Public Works Department

Submitted By: Liliana Evangelista, Administrative Coordinator, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to award a post design services contract for the Juan Sanchez Boulevard Sewer Lift Station Project to Dahl, Robins and Associates, Inc. **(Eulogio Vera, Public Works Director)**

SUMMARY:

Staff is proposing to award contract to Dahl, Robins & Associates, Inc. for post design services, which includes construction administration and inspection as well as materials testing for the Juan Sanchez Blvd. Sewer Lift Station and Force Main Project. Completion of this project will accomplish the diversion of the flows from the West Wastewater Treatment Plant to the East Wastewater Treatment Plant and hence releasing capacity at the West Wastewater Treatment Plant and allowing development in the San Luis valley. The proposal is based upon the plans prepared to date, bidding assistance, and construction phase of the project in the amount of **$100,000.00**. For professional services contracts in excess of $15,000.00 Section 36.08 of the City Code requires City Council approval. Dahl, Robins and Associates, Inc. was the designer for this project and continues to be on the City's approved list of consultant engineers and was chosen for this project so that there is continuity during the construction phase. Staff recommends approval of the proposal of Dahl, Robins & Associates, Inc.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ACCEPT THE PROPOSAL OF DAHL, ROBINS & ASSOCIATES, INC. AND AUTHORIZE APPROPRIATE STAFF TO TAKE ALL ACTIONS NECESSARY TO EXECUTE THE CONTRACT IN THE AMOUNT OF $100,000.00.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$100,000.00
BUDGETED:	$100,000.00
AVAILABLE TO TRANSFER:	0.00

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: 310-311-90015.350 Capital Outlay-CIP Water System Remaining Balance: $3,533,000.00

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

(Pending)

Attachments

Dahl, Robins & Associates Proposal 8/10/2016

DAHL, ROBINS & ASSOCIATES, INC.

Kevin A. Dahl, P.E., R.L.S.
Christopher D. Robins, P.E., R.L.S.
Iuan N. Lomeli', R.L.S.

July 15, 2016

City of San Luis
P.O. Box 3750
San Luis, AZ 85349

Attention: **Eulogio Vera, P.E., Director of Public Works**

Reference: **City of San Luis Juan Sanchez Boulevard Lift Station**
Proposal for Services

Dear Mr. Vera:

Pursuant to your request, please find the following revised and redated proposal for providing Post Design Services and Materials Testing for the referenced project in San Luis, Arizona. This proposal is based upon the plans prepared to date, our discussions with regards to assisting the City of San Luis with the bidding and construction phase of the project, and the scope of work items as specifically, individually listed below. This proposal is based upon a 180 calendar day construction duration. The breakdown of costs is as follows:

A. POST DESIGN SERVICES

ITEM	DESCRIPTION	MGR	SUR	ENG	INS	CLE	EXP
1.	Client/Agency Coordination/Meetings	16	0	8	40	4	$100
2.	Bidding Assistance	4	0	24	0	4	$25
3.	Response to RFI's	8	0	24	8	4	$25
4.	Pre-Construction Conference	4	0	8	24	8	$50
5.	Material Submittal Review	0	0	16	24	8	$0
6.	Shop Drawing Review	0	0	16	16	4	$0
7.	Inspection and Reports	0	0	0	160	20	$1,500
8.	Lift Station Inspection	0	0	16	20	0	$100
9.	Site Meetings and Minutes	24	0	24	100	20	$325
10.	Monthly Pay Application Reviews	4	0	8	40	24	$0
11.	Change Order Review	0	0	8	24	4	$0
12.	Pressure & Leakage Testing	0	0	0	40	16	$500
13.	ADEQ Documentation	0	0	12	0	8	$100
14.	As-Built Drawings Preparation	0	20	12	0	4	$100
15.	Lift Station Commissioning/Documentaion	0	0	8	24	8	$100
16.	Lift Station O&M Manual	4	0	4	0	8	$50
17.	Final Walkthrough and Documentation	8	0	4	20	8	$200
18.	Close-Out Documentation Review	8	0	8	20	8	$125
	Subtotal Manhours	**80**	**20**	**200**	**560**	**160**	
	Hourly Rate	**$125**	**$150**	**$100**	**$80**	**$40**	
	Subtotal Cost	**$10,000**	**$3,000**	**$20,000**	**$44,800**	**$6,400**	**$3,300**
	Total Cost						**$87,500**

B. MATERIALS TESTING

ITEM	DESCRIPTION	MGR	SUR	ENG	INS	CLE	EXP
1.	Materials Testing	0	0	0	0	0	$12,500
	Subtotal Manhours	**0**	**0**	**0**	**0**	**0**	
	Hourly Rate	**$125**	**$150**	**$100**	**$80**	**$40**	
	Subtotal Cost	**$0**	**$0**	**$0**	**$0**	**$0**	**$12,500**
	Total Cost						**$12,500**

A.	Post Design Services	$87,500
B.	Materials Testing	$12,500
	TOTAL COST	**$100,000**

This proposal does not include any redesign, construction staking, structural, electrical and/or pump inspections and certifications, calculations, processing fees, reproduction costs and shipping charges. This is a time and expense proposal for the items listed, with an agreement not to exceed the amount listed above without prior, written authorization from the City of San Luis. If this proposal is acceptable please confirm your authorization by signing and returning one copy of this letter to our office. We look forward to a continued, successful working relationship. Please contact me if you have any questions.

Sincerely,

DAHL, ROBINS & ASSOCIATES, INC.

7/15/16

Christopher D. Robins, P.E., R.L.S. Date

Accepted:

CITY OF SAN LUIS

Eulogio Vera, P.E. Date

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. E.**

Meeting Date: 08/10/2016

Department Head: Tadeo De la Hoya, Interim City Manager, Administration

Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office

Action Requested: Motion
Public Hearing

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding recommendation of an Application For Extension of Premises/Patio Permit to the Arizona Department of Liquor Licenses and Control to authorize La Bodega Kitchen and Bar to sell alcohol on September 9, 2016 at the Off-Road Expo San Luis 2016 promotional event. **(Ruben Walshe, La Bodega Kitchen and Bar)**

A. Open public hearing
   1. Staff / Applicant Presentation
   2. Call to the Public on this item
B. Close public hearing
C. Action on Application For Extension of Premises/Patio Permit to the Arizona Department of Liquor Licenses & Control

SUMMARY:

La Bodega Kitchen and Bar wishes to sell beer at the promotional event for Off-Road Expo San Luis 2016 to register vehicles that will participate at the Off-Road Expo main venue to be held October 22, 2016.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RECOMMEND APPROVAL TO THE DIRECTOR OF THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL THE APPLICATION AS PRESENTED.

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:	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):

The City will receive 25% of the proceeds.

Attachments

Application for Extension of Premises/Patio Permit

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY
CSR:
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
****Notice: Allow 30-45 days to process permanent change of premise****

☐ Permanent change of area of service. **A non-refundable $50. Fee will apply**. Specific purpose for change:

_____

☒ Temporary change **(No Fee)** for date(s) of: 09/09/16 through 09/10/16 list specific purpose for change:

Hosting special event taking place within the city of San Luis

1. Licensee's Name: Walshe (Last) Ruben (First) Alberto (Middle) License#: 12143217
2. Mailing address: P.O. Box 1523 (Street) San Luis (City) Arizona (State) 85349 (Zip Code)
3. Business Name: La Bodega LLC
4. Business Address: 1950 East Juan Sanchez Blvd. (Street) San Luis (City) Az (State) 85349 (Zip Code)
5. Email Address: rubenwalshe80@gmail.com
6. Business Phone Number: (928) 261-0032 Contact Phone Number: (928) 261-0032
7. Is extension of premises/patio complete?
   ☐ N/A ☒ Yes ☐ No If no, what is your estimated completion date? ___/___/____
8. Do you understand Arizona Liquor Laws and Regulations?
   ☒ Yes ☐ No
9. Does this extension bring your premises within 300 feet of a church or school?
   ☐ Yes ☒ No
10. Have you received approved Liquor Law Training?
    ☒ Yes ☐ No
11. What security precautions will be taken to prevent liquor violation s in the extended area? Event area will be closed off with fencing, one main entrance and one main exit, Security guards will manage entrance-exit at all times.
12. ***IMPORTANT:*** Attach the revised floor plan, clearly depicting your licensed premise along with the new extended area outlined in black marker or ink, ***if the extended area is not outlined and marked "extension" we cannot accept the application.***

☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premise. List specific reasons for exemption:

_____

_____

☐ Approval ☐ Disapproval by **DLLC:** _____ Date: ____/____/____

Notary

I, **(Print Full Name)** Ruben Alberto Walshe, hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature) _____
Controlling Person / Agent

State of Arizona County of Yuma
the foregoing instrument was acknowledged before me this

9th **Day** of August **Month** 2016 **Year**

My commission expires on: 5/10/2018

"OFFICIAL SEAL"
Melissa Lopez
Notary Public - Arizona
Yuma County
My Commission Expires 5/10/2018

_____
Signature of NOTARY PUBLIC

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is recommended by the local Board of Supervisors, City Council or Designate:

Authorized Signature	Title	Agency	Date

DLLC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. F.**

Meeting Date: 08/10/2016

Department Head: Dania Castillo, Economic Development Assistant, Community Development Department

Submitted By: Dania Castillo, Economic Development Assistant, Community Development Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 1155. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving Intergovernmental Agreement of the 4FrontED Binational Program to support Economic Development in the Greater Yuma Region. **(Jenny Torres, Community Development Director)**

SUMMARY:

The municipalities of Yuma County and Yuma County expressed an interest in establishing a bi-national economic development program. The County and Cities shall contribute to the funding to meet the goals in this agreement based on twenty cents (20¢) per capita using the 2015 population census estimate. The City's contribution for this effort is **$6,800.00.**

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 1155.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form.

Document to be Recorded?: Yes

City Clerk's Office

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$6,800.00
BUDGETED:	Yes
AVAILABLE TO TRANSFER:	$6,800.00

GL ACCT # & NAME/REMAINING BALANCE BEFORE PURCHASE: 100-110-80000

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

Funds budgeted under Council Contractual Services, account no. 100-110-80000.

Attachments

Res 1155 Binational Dev IGA
IGA
Budget

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 1155

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT OF THE 4FRONTED BINATIONAL PROGRAM TO SUPPORT ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the appropriate City officials are hereby authorized and directed to to take all steps necessary to execute the Intergovernmental Agreement of the 4FrontED Binational Program to Support Economic Development in the Greater Yuma Region.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this _____ day of _____, 2015.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marcus Macail
_____
City Attorney

INTERGOVERNMENTAL AGREEMENT OF THE
4FRONTED BINATIONAL PROGRAM
TO SUPPORT
ECONOMIC DEVELOPMENT IN THE GREATER YUMA REGION

This AGREEMENT is made on this _____ day of _____ 2016 (the "Agreement Date"), among the following political subdivisions of the State of Arizona and in or of the County of Yuma:

the City of San Luis, an incorporated city under the laws of Arizona and having its administrative offices at
1090 East Union Street
San Luis, Arizona 85349 ("San Luis");

the City of Somerton, an incorporated city under the law of Arizona and having its administrative offices at
110 North State Avenue
Somerton, Arizona 85350 ("Somerton");

the Town of Wellton, an incorporated town under the laws of Arizona and having its administrative offices at
28634 Oakland Avenue
Wellton, Arizona 85356 ("Wellton");

the City of Yuma, a charter city under the laws of Arizona and having its administrative offices at
One City Plaza
Yuma, Arizona 85364 ("Yuma") and

the County of Yuma, a body corporate and politic of the State of Arizona and having its administrative offices at
198 West Main Street
Yuma, Arizona 85364 (the "County").

The above-listed cities are known collectively as (the "Cities" and" the "County"). The County and Cities comprise a funding committee of the Yuma area for the sole purposes of this Agreement.

RECITALS

A. The County and the Cities joining in this Agreement wish to formalize a bilateral relationship to promote growth and expand economic opportunities in the regions of Yuma County, Arizona, U.S.A.; San Luis Rio Colorado, Sonora, Mexico and regions within Baja California Norte, Mexico bordering the municipality of San Luis Rio Colorado, Sonora,

Mexico and Yuma County, Arizona, U.S.A.

B. Yuma County is authorized to participate in Economic Development activities pursuant to A.R.S. §§11-251(21), 11-254, and 11-254.04. The Cities are authorized to participate in Economic Development pursuant to A.R.S. §9-500.11

C. The County and the Cities support the 4FrontED Binational Region program objectives which include but are not limited to the following:

Binational Cluster Development

- Identify, map, and define binational regional business clusters such as advanced manufacturing opportunities. Established and/or strengthen relationships with companies in northern Mexico in aerospace, automotive, electronic, agribusiness, and electrical devices and promote the region's logistics/distribution and cost competitive advantages for potential advanced manufacturing opportunities. Sustain the momentum with the University of Arizona cluster work and the North American Research Partnership cluster mapping.
- Engage the region's manufacturer in the RevAZ(Arizona Commerce Authority's Manufacturing Extension Partnership program), particularly with the ExportTech Boot Camp.
- Further leverage the economic benefit of the agriculture trade moving through the San Luis Port of Entry. Maintain and grow agribusiness trade by addressing binational infrastructure and transportation improvements from major growing regions in Mexico and strengthening relationships throughout western Mexico. Continue to expand value-add produce opportunities in package food.
- Work to attract foreign direct investment (FDI) projects within the transportation, tourism, and economic development sectors. Leverage the international and foreign investment partners working with the University of Arizona Yuma Center of Excellence for Desert Agriculture to attract a larger footprint in the region.
- Focus on manufacturing industries to provide higher average wages, creates more indirect economic activity for the region, impacts the regional tax base, and attracts new revenues to the region resulting in an expanded economy through the following manufacturing sectors: perishable prepared food, storage battery, fluid milk, aircraft, fabricated structural metals, metal stamping, truck trailer, sign, unmanned vehicle and computerized numerical control machining.
- Continue to implement the IMPC strategy working collaboratively to develop and promote advanced manufacturing.

- Work with existing industries to improve access to and attraction of supply chain businesses to the 4FrontED region.
- Actively engage the private sector and regional businesses to assist in the implementation of the 4FrontED initiative.

Strengthen Binational Workforce Development

- Broaden the educational exchange between the region's institutions and Mexico by establishing a binational education task force to ensure a stronger regional labor force that meets the current and future needs of the regional businesses.
- Collaborate with Arizona Western College and Northern Arizona University to target advanced degrees to maquila managers or leadership.

Develop Binational Tourism

- Work collaboratively to leverage existing tourism assets and further develop visitor destinations within the binational region. Create and actively implement a binational tourism development and marketing program with a focus on recreation and culture.
- Implement a strategy to develop and attract medical tourism to the 4FrontED region.
- Develop and promote a binational calendar of events.

Leverage Port of Entry and Border Infrastructure Investments

- Aggressively promote the San Luis commercial port of entry.
- Continue to pursue improvements to the port of entry.
- Pursue increased port of entry staffing to improve efficiencies of border crossings.
- Build cross-border public transportation, bicycling and pedestrian improvements.

Spur Innovation and Entrepreneurism

- Leverage the San Luis Business Incubator to foster business growth in manufacturing, machining, distribution, and support businesses.
- Make the 4FrontED binational region an entrepreneurial hub by leveraging the U.S. entrepreneurial visa program that can promote new business start-ups and innovation.

Maximize Developable Industrial Land

- Move forward with development strategies to ensure that the border industrial land is ready for manufacturing facilities. Focus on project readiness of industrial sites.

Continue to Improve Regional Infrastructure

- The cities of San Luis, San Luis Rio Colorado, Somerton, Wellton, and Yuma are committed to building a rail connection between the city of San Luis Rio Colorado

and Yuma to support economic development.

- Work to implement the project priorities identified in the Border Master Plans (2013)
- Prioritize regional infrastructure projects to support economic development efforts and pursue grant funding.

NOW THEREFORE, the parties agree as follows:

SECTION ONE. DEFINITION OF TERMS

The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

"Region" means Yuma County, Arizona, U.S.A.; San Luis Rio Colorado, Sonora, Mexico and regions within Baja California Norte, Mexico bordering the municipality of San Luis Rio Colorado, Sonora, Mexico and Yuma County, Arizona, U.S.A.

SECTION TWO. GENERAL PROVISIONS

A. The City of San Luis, Arizona is the fiscal agent responsible for administering the funds for the binational program. San Luis shall only use the funds for the objectives stated in the recitals, and the funds expended not exceed the one-year budget as set forth in Exhibit A attached and incorporated by reference to this Agreement. The fiscal agent will require at least one more City and/or County to approve expenses in writing. The fiscal agent will be responsible to coordinate the engagement of the services of the coordinator along with the rest of the Cities, disbursements of expenses and provide budget reports to the other Cities.

B. The County and Cities shall contribute to the funding of services for a bi-lingual/bi-cultural coordinator and related economic activities based on twenty cents (20¢) per capita basis and using the parties' 2015 population estimates as follows:

Location	Population	Contribution
San Luis, AZ	34,001	$ 6,800.00
Somerton	15,759	$ 3,152.00
Wellton	3,101	$ 620.00
Yuma City	97,950	$ 19,590.00
Yuma County	64,180	$ 12,836.00
Total	**214,991**	**$ 42,998.00**

C. The Binational program shall meet the goals in the border business case incorporated in this Agreement.

D. The County and the Cities shall through the fiscal agent engage the services of a bi-lingual/bi-cultural coordinator to manage the Binational program.

E. The County and the Cities shall, through the fiscal agent, contract with any other contractor (s) or entity to meet the goals as stated in this Agreement.

F. The County and the Cities shall work with San Luis Rio Colorado Sonora, Mexico and other Mexico cities as the parties deem appropriate.

G. The recitals set forth in this Agreement, by this reference, are incorporated and deemed part of this Agreement.

SECTION THREE. FORCE MAJEURE

If by reason of force majeure any party to this Agreement shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but not for any longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Arizona, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machines, pipelines or canals, and inability on the part of the County or the Cities to provide services under this Agreement for any reason, or on account of any other causes not reasonably within the control of the party claiming such liability.

SECTION FOUR. TERM OF AGREEMENT; RENEWAL

This Agreement shall be effective as of the ____ day of _____ 2016 and shall have a term of one year, ending the _____ day of _____ 2017 unless a party provides the other parties with written notice of termination at least 30 days prior to terminating. This Agreement may be terminated by any party with or without cause, provided that such party provides written notice of termination to all other parties as set forth above.

If this Agreement is terminated prior to the expiration date, the fiscal agent shall return any and all remaining unexpended funds shall be returned to the Cities and the County in proportion to the amounts originally disbursed by each party.

SECTION FIVE. SEVERABILITY

The parties to this Agreement specifically agree that if any one or more of the sections, paragraphs, provisions, clauses, or words of this Agreement or the application of such section, paragraph, provision, clause or word to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of Arizonaor the United States of America, or in contravention of any such laws or constitutions, then such invalidity, unconstitutionality, or contravention shall not affect any other section, paragraph, provision, clause or word of this Agreement or the application of such section, paragraph, provision, clause or word to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, paragraph, provision, clause or word had not been included in this Agreement, and the rights and obligations of the parties to this Agreement shall be construed and remain in force accordingly.

SECTION SIX. COUNTERPARTS

This agreement may be executed in counterparts, any of which shall be deemed to be an original.

The parties have executed this Agreement in Yuma County, Arizona as follows:

The City of San Luis
By

_____ This ____ day of _____ 2016
Gerardo Sanchez
Mayor

The City of Somerton
By:

_____ This ____ day of _____ 2016
Gerardo Anaya
Mayor

The Town of Wellton
By:

_____ This ____ day of _____ 2016
Cecilia C McCollough
Mayor

The City of Yuma
By:

_____ This ____ day of _____ 2016

Douglas Nicholls
Mayor

The County of Yuma
By:

_____ This ____ day of _____ 2016
Russ Clark
Chair of the County Board of Supervisors

I hereby state that I am the attorney for the City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

Dated this 8 day of August, 2016

Kay Marion Macuil
Kay Marion Macuil
San Luis City Attorney

I hereby state that I am the attorney for the City of Somerton, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of Somerton, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____, 2016

_____
Jorge Lozano
Somerton City Attorney

I hereby state that I am an attorney for the Town of Wellton, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the Town of Wellton, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____, 2016

_____
Gary Verburg
Wellton Town Attorney

I hereby state that I am the attorney for the City of Yuma, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form

and is within the powers and authority granted to the City of Yuma, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____,2016

_____
Steven W. Moore
Yuma City Attorney

I hereby state that I am the attorney for the County of Yuma, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the County of Yuma, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____,2016

_____
Jon R. Smith
Yuma County Attorney

4frontED Binational Budget

Trade Shows	Venue	Industry	Date	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
WORLD AG EXPO	International Agri-Center, Tulare, CA.	Agriculture	June 8th 2017	$ 700.00												$ 700.00
SEMANA NACIONAL DEL EMPRENDEDOR	Expo Bancomer, CDMX, Mexico.	Entrepreneurship	July 13th 2017		$ 700.00											$ 700.00
Baja Aero (Booth)	Tijuana, Mexico	Aerospace	September 13th 2016				$ 650.00									
World Medical Tourism Show	Washington DC	Medical Tourism	September 25th 2016				$ 2,200.00									$ 2,200.00
HIGH POINT, NC FURNITURE	High Point North Carolina	Furniture Mfg	October 22nd 2016					$ 1,375.00								$ 1,375.00
AG Connect Expo	Orlando, Florida	Agriculture	January 13th 2017								$ 1,375.00					$ 1,375.00
DEL MAR ELECTRONICS & DESIGNS	Del Mar , California	Electronics	February 2nd 2017									$ 195.00				$ 195.00
G2E GLOBAL GAMING EXPO	Las Vegas , Nevada	Electronics	February 28rd 2017									$ 700.00				$ 700.00
REVERSE LOGISTICS CONF & EXPO	Atlanta, Georgia	Logistics	February 23rd 2017									$ 1,375.00				$ 1,375.00
AgroBaja (Booth)	Mexicali, Mexico	Agriculture	March 10 2017										$ 650.00			
EXPO CARGA	Mexico City, Mexico	Logistics	April 26th 2017											$ 700.00		$ 700.00
FOOD PROCESSING EXPO	Sacramento, California	Food Processing	May 3rd 2017												$ 700.00	$ 700.00
Trade Shows Total				**$700**	**$700**	**$0**	**$2,850**	**$1,375**	**$0**	**$0**	**$1,375**	**$2,270**	**$650**	**$700**	**$700**	**$ 11,320.00**
E-Marketing Campaigns																
LinkedIn Advertising	Pay Per Click Adds (100 clicks per month)			$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 900.00
Newsletter Tool	Constant Contact			$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 25	$ 300.00
Graphic Design	20 Hrs. per month			$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 2,400.00
Webpage Improvements	Maintenance and improvements								$ 800.00							$ 800.00
E-Marketing Campaign Total				**$300**	**$300**	**$300**	**$300**	**$300**	**$1,100**	**$300**	**$300**	**$300**	**$300**	**$300**	**$300**	**$ 4,400.00**
Graphic Design and Materials																
Display Materials for Tradeshows	2 Banners, Back Display and Table Cloth					$ 1,250										$ 1,250.00
Printed Brochures	Tradeshow deliverables					$ 200							$ 200			$ 400.00
Administration Total				**$0**	**$0**	**$1,450**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$200**	**$0**	**$0**	**$ 1,650.00**
Administration																
Bi-National Coordinator	Arturo Bastidas			$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 24,000.00
Miscellaneous	Miscellaneous			$ 280	$ 280	$ 280	$ 280	$ 280	$ 280	$ 280	$ 280	$ 280	$ 280	$ 278	$ 200	$ 3,558.00
Administration Total				**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,280**	**$2,278**	**$2,200**	**$ 27,278.00**
Total Marketing Budget				**$3,280**	**$3,280**	**$2,580**	**$5,430**	**$3,955**	**$3,380**	**$2,580**	**$3,955**	**$4,850**	**$3,230**	**$3,278**	**$3,200**	**$42,998**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **8. A.**

Meeting Date: 08/10/2016

Department Head: Tadeo De la Hoya, Interim City Manager, Administration

Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office

Action Requested: Motion

ITEM:

Discussion and possible action to hold an executive session pursuant to A.R.S. §38-431.03(A)(1), A.R.S.§38-431.03(A)(3), and A.R.S. §38-431.03(A)(4) on any and all matters relating to the position of Chief of Police including evaluation of performance and possible discussion of approval of terms and conditions pursuant to San Luis City Code §32.02 and possible consultation with and/or instruction to the City Attorney or City's Attorneys. **(Tadeo A. De La Hoya, Interim City Manager and Kay Marion Macuil, City Attorney**)

SUMMARY:

An Executive Session as described in the agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03(A) SUBSECTIONS (1), (3) AND (4).

Supporting information not attached to the Agenda Item Review Form:

There are no attachments for this item.

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):

Fiscal impact is not applicable to this agenda item because under A.R.S. §38-431.03(D), legal action involving a final vote or decision is not permitted to be taken at an executive session.