



## **NOTICE OF REGULAR COUNCIL MEETING**

In accordance with §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, November 14, 2018. 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 día Miercoles, 14 de Noviembre del 2018. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está cordialmente invitado 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 que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, 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, Actuaría de la Ciudad



**AGENDA**  
**Regular Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**November 14, 2018**  
**7:00 p.m.**

**PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION. THE MAYOR OR ACTING MAYOR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS; IF AUTHORIZED BY LAW AND BY A MAJORITY VOTE OF A QUORUM OF CITY COUNCIL MEMBERS PRESENT, AN EXECUTIVE SESSION WILL BE HELD IMMEDIATELY FOLLOWING THE VOTE IN ACCORDANCE WITH A.R.S. §38-431.03(A) AND THE MEETING WILL BE TEMPORARILY RECESSED WHILE THE CITY COUNCIL RETIRES TO EXECUTIVE SESSION WHICH WILL NOT BE OPEN TO THE PUBLIC.**

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **PROCLAMATION/PRESENTATION**
  4. A. Proclamation-Law Enforcement Records Appreciation Day
  4. B. Presentation of retirement plaque to Police Canine "Denis" in recognition of 9 years of service to the City of San Luis Police Department and the community of the City of San Luis. **(Richard Jessup, Acting Chief of Police).**
5. **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.

  5. A. **MINUTES OF**
    - Regular Council meeting held October 10, 2018
    - Regular Council meeting held October 24, 2018
  5. B. **DISBURSEMENTS FROM OCTOBER 13, 2018 TO NOVEMBER 2, 2018**

Total Disbursements \$1,176,284.87  
(One Million, One Hundred Seventy-Six Thousand, Two Hundred Eighty-Four Dollars and Eighty-Seven Cents)
  5. C. Discussion and possible action on any and all matters regarding the award of a construction contract to DPE Construction, Inc. for International Plaza I Improvements (CDBG Contract #136-18). **(Jenny Torres, Economic Development Manager)**

5. D. Discussion and possible action on any and all matters regarding the award of a construction contract to CEMEX Construction Materials South, LLC. for Merrill Avenue Improvements Phase II (Rio Sonora and San Felipe) (CDBG Contract #114-18). **(Jenny Torres, Economic Development Manager)**
6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
6. A. Discussion and possible action on any and all matters regarding the purchase of two (2) 2019 Chevy Crew Cab 4x4 trucks with tow packages for the Water Division. **(Manuel Rojas, Assistant Director of Public Works)**
6. B. Discussion and possible action on any and all matters regarding the authorization to approve South Yuma County Landfill the city's landfill services for Fiscal Year 2018-2019 and ratification of the same. **(Manuel Rojas, Assistant Director of Public Works)**
6. C. Discussion and possible action on any and all matters regarding the purchase approval of two (2) Portable Message Boards. **(Manuel Rojas, Assistant Director of Public Works)**
6. D. Discussion and possible action on any and all matters regarding the City of San Luis accepting slurry seal application services from American Pavement Preservation for application of Type 2 and Type 3 slurry seal as part of the FY2019 Pavement Preservation Project. **(Eulogio Vera, Director of Public Works)**
6. E. Discussion and possible action on any and all matters regarding the authorization to process payment to Yuma County Water Users' Association for the construction of three (3) outlet headwalls within the Main Drain Rights-of-Way. **(Eulogio Vera, Director of Public Works)**
6. F. Public hearing followed by discussion and possible action on any and all matters regarding recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize the City of San Luis Parks and Recreation Department to sell alcohol at the Founders Day Celebration to be held on Saturday, December 08, 2018. **(Lizandro Galaviz, Director of Parks and Recreation)**
- A. Open public hearing
1. Presentation by staff and/or applicant
  2. Call to the public on this item
- B. Close public hearing
- C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control
6. G. Public hearing followed by discussion and possible action on any and all matters regarding recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize St. Jude Thaddeus Parish to serve/sell alcohol at their Gala Dinner to be held November 30, 2018. **(Father Jose Abraham Guerrero, St. Jude Thaddeus Parish)**
- A. Open public hearing
1. Presentation by staff and/or applicant
  2. Call to the public on this item
- B. Close public hearing
- C. Action on Special Event Liquor License Application to the Arizona Department of Liquor

**7. SUMMARY OF CURRENT EVENTS**

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

**8. 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.

**9. EXECUTIVE SESSION**

Vote to hold an Executive Session pursuant to A.R.S. §§38-431.03(A)(3)

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3) on any and all matters regarding discussion or consultation for legal advice with the city's attorneys regarding the Industrial Development Authority of San Luis issuing lending pursuant to A.R.S. 35-701 through 35-773 for a medical mall. **(Kay Marion Macuil, City Attorney)**

**10. MOTION TO GO BACK INTO REGULAR SESSION**

**11. ADJOURNMENT**



# PROCLAMATION

**Regular City Council Meeting**

**4.A.**

Meeting Date: 11/14/2018

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Title:

Proclamation-Law Enforcement Records Appreciation Day

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**Attachments**

Proclamation

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# *Proclamation*

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

## **Law Enforcement Records Personnel Appreciation Day November 8, 2018**

**WHEREAS**, law enforcement agencies throughout the State depend on law enforcement Records personnel to provide them with vital services; and

**WHEREAS**, law enforcement Records personnel provide the professional link between citizens, the local governing bodies and agencies of government at other levels; and

**WHEREAS**, law enforcement Records personnel are crucial to helping law enforcement agencies identify, pursue, capture, and process suspected law violators; and

**WHEREAS**, these professionals continually use their expertise and experience to assist in maintaining accurate criminal history on a state and national level; and

**WHEREAS**, it is important to recognize Arizona's law enforcement Records personnel for their valuable contributions to our law enforcement system.

**NOW THEREFORE**, I, Gerardo Sanchez, Mayor of the City of San Luis, Arizona, do hereby proclaim Thursday, November 8<sup>th</sup>, 2018, as

### **Law Enforcement Records Personnel Appreciation Day**

**PASSED AND ADOPTED** this 14<sup>th</sup> day of November 2018.

\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk



## PRESENTATION

### Regular City Council Meeting

4.B.

Meeting Date: 11/14/2018

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#### Presentation Topic/Summary:

Presentation of retirement plaque to Police Canine "Denis" in recognition of 9 years of service to the City of San Luis Police Department and the community of the City of San Luis. **(Richard Jessup, Acting Chief of Police).**

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#### Attachments

Denis Photo

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Welcome

to  
San Luis  
AZ

1930





## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.A.

Meeting Date: 11/14/2018

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#### Summary

#### **MINUTES OF**

- Regular Council meeting held October 10, 2018
  - Regular Council meeting held October 24, 2018
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#### Attachments

10/10/2018 RCM

10/24/2018 RCM

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**MINUTES**  
**Regular Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**October 10, 2018**  
**7:00 p.m.**

**1. CALL TO ORDER/ROLL CALL:** Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:01 p.m.

**PRESENT:** Mayor Gerardo Sanchez  
Vice Mayor Maria Cecilia Ramos  
Council Member Mario Buchanan Jr.  
Council Member Africa Luna-Carrasco-arrived at 7:03 p.m.  
Council Member Matias Rosales  
Council Member Gloria Torres  
Council Member Ruben Walshe-arrived at 7:05 p.m.

**OTHERS PRESENT:** Tadeo De La Hoya, City Administrator  
Melissa Lopez, Deputy City Clerk  
Kay Marion Macuil, City Attorney  
Angel Ramirez, Acting Fire Chief  
Aracely De La Hoya, Senior Services Manager  
Carlos Cortes, Assistant Director of Finance  
Derek Dueñas, IT Manager  
Eulogio Vera, Director of Public Works  
Francia Alonso, Acting Assistant to Council/PIO  
Jesus Meza, Assistant Director of Parks & Recreation  
Jorge Mungaray, IT Department  
Jorge Perez, Utilities Manager  
Jose Guzman, Director of Planning & Zoning  
Marco Santana, Police Lieutenant  
Richard Jessup, Acting Chief of Police  
Ric Bauerman, Fire Department  
Caty Navarro, La Tribuna de San Luis  
Jesse Lopez, PPEP Tech Youthbuild  
Lizeth Servin, Off-Road Expo Committee Member  
Maria Roblez, Resident  
Mark Concha, Resident  
Najah Edais, Edais Engineering  
Xochitl Lopez, Resident

**2. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Vice-Mayor Maria Cecilia Ramos.

### **3. INVOCATION**

The Invocation was led by Mr. Richard Jessup, Acting Chief of Police.

### **4. CONSENT AGENDA**

#### **4. A. Minutes of**

- Work Session held September 5, 2018

#### **4. B. Disbursements from September 15, 2018 to September 30, 2018**

**Total Disbursements \$766,527.79**

**(Seven Hundred Sixty-Six Thousand, Five Hundred Twenty-Seven Dollars and Seventy-Nine Cents)**

**MOTION:** Council Member Matias Rosales/Council Member Mario Buchanan Jr. to approve the Consent Agenda as presented. Motion passed unanimously.

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

#### **5. A. Discussion and possible action on any and all matters regarding the agreement with the Humane Society of Yuma for Fiscal Year 2018-2019. (Tadeo A. De La Hoya, City Manager)**

Mr. Tadeo A. De La Hoya, City Manager, informed that the agreement is to continue their services. He mentioned that as discussed during the budget retreat the agreement was drafted to reflect a flat rate fee for \$50,000.00.

**MOTION:** Council Member Matias Rosales/Vice-Mayor Maria Cecilia Ramos to approve the agreement in the budgeted amount of \$50,000.00 with the Humane Society of Yuma. Motion passed unanimously.

#### **5. B. Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for Fiscal Year 2018-2019. Motion passed unanimously. (Tadeo A. De La Hoya, City Manager)**

Mr. Tadeo A. De La Hoya, City Manager, informed that this agreement is to assist the city in relations with federal, state and bi-national entities to address the needs of the region. He mentioned that the agreement is for \$50,000.00 as discussed during the budget retreat.

**MOTION:** Council Member Mario Buchanan Jr. /Council Member Ruben Walshe to approve the contract in the budgeted amount of \$50,000.00 with Ramirez Advisors Inter-National, L.L.C., as presented. Motion passed unanimously.

**5. C. Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2018-2019. (Tadeo A. De La Hoya, City Manager)**

Mr. Tadeo A. De La Hoya, City Manager, informed that this contract is for a crisis response sexual assault/domestic violence/child abuse advocate to coordinate services to reduce trauma to all primary and secondary victims and their families. He mentioned the contract is for \$41,810.00.

**MOTION:** Council Member Matias Rosales/Vice-Mayor Maria Cecilia Ramos to approve the contract with Amberly's Place for Fiscal Year 2018-2019 in the amount of \$41,810.00.

Motion passed unanimously.

**5. D. Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2018-2019. (Tadeo A. De La Hoya, City Manager)**

Mr. Tadeo A. De La Hoya, City Manager, informed that food ministry provides, free of charge food for low-income persons in the city. He stated that the contract is for \$3,000.00.

**MOTION:** Council Member Mario Buchanan Jr. /Vice-Mayor Member Maria Cecilia Ramos to approve the contract in the budgeted amount of \$3,000.00 with Gethsemani Food Ministry as presented. Motion passed unanimously.

**5. E. Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2018-2019. (Tadeo A. De La Hoya, City Manager)**

Mr. Tadeo A. De La Hoya, City Manager, informed that this contract with Portable Practical Education, Inc. helps youth obtain their GED, learn a job skill and leadership development while serving their community. He added that 80% of their graduates are residents of the City of San Luis. The contract is for \$30,000.00.

**MOTION:** Vice-Mayor Maria Cecilia Ramos/Council Member Ruben Walshe to approve the contract in the budgeted amount of \$30,000.00 for the Youth Build Program as presented. Motion passed unanimously.

**5. F. Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for Fiscal Year 2018-2019. (Tadeo A. De La Hoya, City Manager)**

Mr. Tadeo A. De La Hoya, City Manager, informed that this contract is the same as last year's contract; it is to provide food to low-income persons in the city. The contract is for \$25,000.00.

**MOTION:** Council Member Ruben Walshe/Council Member Mario Buchanan Jr. to approve the contract in the budgeted amount of \$25,000.00 with the Yuma Community Food Bank as presented. Motion passed unanimously.

**5. G. Discussion and possible action on any and all matters regarding the agreement with Greater Yuma Economic Development Corporation for Fiscal Year 2018-2019. (Tadeo A. De La Hoya, City Manager and Jenny Torres, Economic Development Manager)**

Mr. Tadeo A. De La Hoya, City Manager, informed that this contract provides services focused on attracting commerce and industry to the city. The contract is in the amount of \$45,000.00.

**MOTION:** Vice-Mayor Maria Cecilia Ramos/Council Member Matias Rosales to approve the contract in the budgeted amount of \$45,000.00 with Greater Yuma Economic Development Corporation as presented. Motion passed unanimously.

**5. H. Discussion and possible action on any and all matters regarding Resolution No. 2056. A resolution of the Mayor and Council of the City of San Luis, Arizona approving a contribution to the transit fund for the Yuma County Area Transit (YCAT) public transportation services. (Tadeo A. De La Hoya, City Manager)**

Mr. Tadeo A. De La Hoya, City Manager, informed that the contribution needs to be approved with a resolution; the amount is set per capita. The contract is in the amount of \$70.573.00.

**MOTION:** Council Member Mario Buchanan Jr. /Council Member Maria Cecilia Ramos to approve Resolution No. 2056. Motion passed unanimously.

**5. I. Discussion and possible action on any and all matters regarding Resolution No. 2057. A resolution of the Mayor and Council of the City of San Luis, Arizona approving a contribution to Gadsden Elementary School District Marching Band. (Tadeo A. De La Hoya, City Manager)**

Mr. Tadeo A. De La Hoya, City Manager, informed that this resolution is in the contribution for \$15,000.00, which will help defray the cost for students participating in Rome's New Year's Day Parade on January 1, 2019 in Rome, Italy.

Mayor Gerardo Sanchez asked representatives of the Marching Band to bring pictures and/or video of their participation during the parade.

**MOTION:** Council Member Mario Buchanan Jr. /Council Member Ruben Walsh to approve Resolution No. 2057. Motion passed unanimously.

**5. J. Discussion and possible action on any and all matters regarding an agreement with Wizard Medical Education and payment for Emergency Medical Services Training. (Angel Ramirez, Acting Fire Chief)**

Mr. Angel Ramirez, Acting Fire Chief, informed that the San Luis Fire Department has been looking for providers for a Certified Emergency Paramedic (CEP) training class and to provide a refresher class for the department. He added that in 2013 the department contacted Wizard Education who provided a paramedic class from which ten (10) students took the class and were certified. He informed that in 2017 another class was provided from which six (6) were enrolled and they will be tested in the coming weeks for the national certification. Furthermore, he mentioned that this year there are (4) students that want to take the paramedic program. In addition, the EMT's and paramedics need to be recertified, for this reason Wizard Education will be giving a refresher at the end of the month. Mr. Ramirez informed that Wizard Education is a "sole source provider" which is allowable through City Procurement Code 36.02-Exclusive Services; the total cost for the training is \$38,370.00.

Mayor Gerardo Sanchez commended the San Luis Fire Department for all their achievements.

**MOTION:** Vice-Mayor Maria Cecilia Ramos/Council Member Mario Buchanan Jr. to approve the contract with Wizard Medical Education for the services presented for \$38,370.00. Motion passed unanimously.

**5. K. Discussion and possible action on any and all matters regarding Resolution No. 2058. A resolution of the Mayor and Council of the City of San Luis, Arizona approving Las Quintas de San Luis 3 Development Agreement between the City of San Luis, Arizona and Riedel Holdings, LLC. (Jose A. Guzman, Director of Planning and Zoning)**

Mr. Jose A. Guzman, Director of Planning & Zoning, informed that this request is to rezone 10.52 acres from Medium Density Residential (R1-6) to Medium Density Residential (R1-12), which means that the lot size would be 12,000 square feet. The request for the rezoning is for the proposed subdivision to be called Las Quintas de San Luis 3. He stated that the Planning & Zoning Commission recommended approval with the condition that the developer must negotiate a development agreement. He added that the agreement has been proposed and a draft agreement was presented with this item. He mentioned that the terms and conditions of the agreement include the following commitments:

- A traffic study must be conducted. Owner agrees to pay said traffic study and provide any infrastructure needed according to the findings of the study.
- Owner agrees to provide off-site drainage. Water retention/detention areas may be counted towards the 5% Open Space required by the Zoning Regulations (CC Chapter 152 Table No. 2). The required 5% for Las Quintas 3 Subdivision is 0.526 acres.
- Owner agrees to provide a 10" water line and fire hydrants at least every 240 feet. And provide 54-foot right-of-way for Quintero Avenue.
- Owner agrees to provide curb, gutter and sidewalk on the north side of County 22nd Street between Las Quintas De San Luis 3 subdivision and 10th Avenue.
- Grading and erosion control shall comply with the 2003 International Building Code Appendix J standards for all aspects of the development including development of lots and the building of houses or other buildings.
- Owner agrees to sign necessary improvement districts for the subdivisions of the rezoned parcel. Said districts to include a street lighting improvement district, a community facilities district, and a parkway district pursuant to A.R.S §48-572.
- Owner agrees to assure ownership of necessary right-of-way for improvements.
- Owner agrees to submit a complete full set of plans at the time of the preliminary plat application. Said plans to include plans for landscaping to comply with §152.298 of the Zoning Regulations. In the alternative for the provision of landscaping, Owner agrees to submit an engineer's cost estimate for compliance with landscaping to the satisfaction of the Public Works Director, and to pay to the city an amount equal to said estimate. Said monies to be used by the city will be to provide future landscaping to city rights of way or other public property in or near the property.

Mayor Gerardo Sanchez asked if there are any discrepancies that need to be corrected.

Mr. Guzman replied that this subdivision will be treated as Las Quintas de San Luis 2 for the maintenance of the slope. He added that this is a conceptual plan and no onsite drainage will be allowed in each lot.

**MOTION:** Council Member Mario Buchanan Jr. /Council Member Ruben Walshe to approve Resolution No. 2058. Motion passed unanimously.

**5. L. Public hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2018-0321 and Ordinance No. 385. An ordinance of the Mayor and City 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 10.52 acres from Medium Density Residential R1-6 to Medium Density Residential R1-12 for property located north of County 22nd Street and east of the East Main Canal; Repealing any conflicting provisions; and providing for severability. (Jose A. Guzman, Director of Planning and Zoning)**

## **A. Open public hearing**

**MOTION:** Council Member Mario Buchanan Jr./Council Member Ruben Walshe to open the public hearing. Motion passed unanimously.

### **1. Staff presentation**

Mr. Jose A. Guzman, Director of Planning & Zoning, informed that that item 5.K. was to approve the Development Agreement; this item is to approve the rezoning of the property.

### **2. Call to the Public on this item**

Mr. Najah Edais, Edais Engineering, informed that he does not agree with all of the conditions presented in the last agenda item. He stated that a development agreement is when the developer or its representative negotiates when the project is under design. He mentioned that this item is for a rezoning case and the project has not been designed. He added that some of the conditions may or may not apply. Furthermore, he mentioned that some of those issues can be addressed with staff once the preliminary plat is presented to council for approval. Mr. Edais mentioned that Las Quintas de San Luis 3 will have bigger lots. He stated he has met with staff and have agreed with some of the issues addressed such as wider streets, large waterline and fire hydrants as required for the subdivision. He asked Mayor and Council to allow staff to be able to modify the agreement once the issues are agreed by both sides.

Council Member Matias Rosales asked Mr. Edais, which conditions are the ones that he does not agree to.

Mr. Edais replied that 3.1, 3.4, 3.7 and 3.8 of the Development Agreement. He stated that he understands that these are some of the requirements required by the city. One of the conditions is a traffic impact study, which was done when Las Quintas de San Luis 2 was done across the street from the proposed subdivision. He suggested that instead of a new traffic study, staff and the developer reviews the current study. He mentioned that the other conditions that he does not agrees with is the curb, sidewalk and gutter from 22<sup>nd</sup> Street between Las Quintas De San Luis 3 and 10<sup>th</sup> Avenue; he stated that this is a big impact for the subdivision, this is normally provided by the city. Furthermore, he added that the other issue is the owner agrees to assure ownership of the right-of-ways for improvement. He added that the developer is unaware if there will be any right-of-ways that will be needed. He stated that there are things that the developer would not know until the design is complete.

## **B. Close public hearing**

**MOTION:** Council Member Mario Buchanan Jr. /Council Member Ruben Walshe to close the public hearing. Motion passed unanimously.

### **C. Approval of Reading of Ordinance No. 385 by title only**

**MOTION:** Council Member Matias Rosales/Council Member Mario Buchanan Jr. to approve Ordinance No. 385. Motion passed unanimously.

Ms. Melissa Lopez, Deputy City Clerk, read Ordinance No. 385 by title only.

### **D. Action on Ordinance No. 385**

**MOTION:** Council Member Matias Rosales/Council Member Ruben Walshe to approve the rezoning conditioned upon the terms of the Development Agreement approved by Resolution No. 2058 and to approve Ordinance No. 385. Motion passed unanimously.

## **6. SUMMARY OF CURRENT EVENTS**

Council Member Matias Rosales informed that he in conjunction with Vice-Mayor Maria Ramos and some staff members attended the 2018 International Conference of Shopping Centers in Los Angeles, CA. He added that they were able to meet with commercial vendors that might be looking in San Luis to open a store.

Vice-Mayor Maria Cecilia Ramos stated that it is a great pleasure to meet with companies and find out that they are interested in locating their business in the city.

Mayor Gerardo Sanchez informed that Vice-Mayor Maria Cecilia Ramos, Tadeo A. De La Hoya, City Manager and Francia Alonso, PIO were part of a video to promote the region that will be utilized not only by the state, but also will be used by the region and the city. The city was able to create this video shoot thanks to the Governor's Office marketing team.

Vice-Mayor Maria Cecilia Ramos stated that Governor Doug Ducey has been focusing and supporting the Yuma region.

## **7. CALL TO THE PUBLIC**

Ms. Xochitl Lopez, San Luis resident, invited Mayor, Council and staff to join her family and herself to participate in the 2018 Yuma Walk to End Alzheimer's to be held October 27, 2018 at 9:00 a.m. in Ray Smucker Park in Yuma, Arizona.

Mr. Bob Spaulding, 141 S. Anderson, Yuma, AZ, informed that he has been investing in San Luis, AZ. He mentioned that he owns the Aztec Plaza and the Jackson Square Plaza. He stated that he is currently planning to build a 3,000 square foot retail and office building. He commented that they have a lot of faith in the San Luis community and added that all the

efforts done by Ms. Jenny Torres, Economic Development Manager, speaks very highly of the economic development efforts.

Ms. Lizeth Chavez, member of the Off-Road Expo Committee, reminded everybody that the 7<sup>th</sup> Annual Off-Road Expo will take place on October 20, 2018 at the Joe Orduño Park. She informed that there are 20 sponsors supporting the event, 15+ exhibitors, 10+ food vendors, 120+ registered vehicles and 20+ volunteers working at the event. She mentioned that there will be several attractions, such as the BMX Motorcycle show, Dino Show from Las Vegas, NV and the new attraction there will be a RC track. The music will be in charge of La Sucursal de la Cumbia. Ms. Chavez informed that this year there will be 10 high school students awarded with scholarships.

Mr. Travis Umphress thanked Mayor and Council for the contribution made to Amberly's Place. He informed that Amberly's Place received a grant to purchase a new vehicles designated for San Luis to transport victims to Yuma. He invited Mayor and Council to the Community Forum in Spanish to be held October 11, 2018 in the Cesar Chavez Cultural Center at 6:00 p.m.

## **8. ADJOURNMENT**

**MOTION:** Council Member Mario Buchanan Jr. /Council Member Maria Cecilia Ramos to adjourn the meeting at approximately 7:54 p.m. Motion passed unanimously.

**MINUTES**  
**Regular Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**October 24, 2018**  
**7:00 p.m.**

**1. CALL TO ORDER/ROLL CALL:** Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:02 p.m.

**PRESENT:** Mayor Gerardo Sanchez  
Vice Mayor Maria Cecilia Ramos  
Council Member Africa Luna-Carrasco  
Council Member Matias Rosales  
Council Member Gloria Torres

**ABSENT:** Council Member Mario Buchanan Jr  
Council Member Ruben Walshe

**OTHERS PRESENT:** Tadeo De La Hoya, City Manager  
Sonia Cornelio, City Clerk  
Angel Ramirez, Acting Fire Chief  
Deborah Luna, Finance Department  
Derek Dueñas, I.T. Manager  
Edgar Carbajal, Human Resources Department  
Fausto Gonzalez, Human Resources Department  
Francia Alonso, Acting PIO/Assistant to Council  
Janet Taylor, Legal Secretary  
Jenny Torres, Economic Development  
Jesus Meza, Assistant Director of Parks & Recreation  
Joaquin Campa, Building Inspector  
Jose Cisneros, Administrative Coordinator  
Jose A. Guzman, Director of Planning & Zoning  
Kay Marion Macuil, City Attorney  
Lizandro Galaviz, Director of Parks & Recreation  
Marco Santana, Lieutenant  
Martha Jimenez, Planning & Zoning Department  
Noel Chavez, Fire Department  
Richard Jessup, Acting Police Chief  
Caty Navarro, Reporter  
David Lara, Resident  
Guillermina Fuentes, Resident  
Javier Arellano, Visitor  
Javier Nuño, Resident  
Lizeth Chavez, Resident

Luis Marquez, Retired Police Officer  
Maria Robles, Resident  
Minerva Arellano, Visitor  
Rosie Varela, Resident

## **2. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Vice-Mayor Maria Cecilia Ramos.

## **3. INVOCATION**

The Invocation was led by Mr. Richard Jessup, Acting Chief of Police.

## **4. PRESENTATIONS**

### **4. A. Presentation of recognition plaque to Santa Teresa Pharmacy for their services and dedication to our residents as a privately owned pharmacy in the City of San Luis. (Mayor Gerardo Sanchez)**

Mayor Gerardo Sanchez stated that he wanted to recognize something that is unique to the City of San Luis. Santa Teresa Pharmacy is the only privately owned pharmacy in Yuma County; it is owned by Mr. Paul Shaw. Furthermore, Mayor Gerardo Sanchez thanked Mr. Shaw and staff for their great service to the community.

### **4. B. Presentation and recognition of the 2018 - 3rd Quarter Awardees by the Employee Recognition and Awards Program for their outstanding work with the City of San Luis. (Lt. Marco Santana, Janet Taylor, ERAP Committee Chairs & Fausto Gonzalez, Training & Programs Coordinator)**

Mr. Fausto Gonzalez, Training & Programs Coordinator along with Lt. Marco Santana and Ms. Janet Taylor; Chairs to the Employee Recognitions and Awards Program (ERAP), presented the 2018 3<sup>rd</sup> Quarter ERAP Awardees. The list of awardees is attached to the Agenda Item Review Form filed with the City Clerk.

### **4. C. Presentation of plaque to former Police Officer, Luis Marquez, in recognition of his 20 years of service to the City of San Luis. (Fausto Gonzalez, HR Training & Programs Coordinator)**

A slide show of some of the events Mr. Marquez participated in was shown to the Mayor, City Council and public present. Mr. Fausto Gonzalez, Training & Programs Coordinator, named a few of the city's programs Mr. Marquez was part of.

Mayor Gerardo Sanchez presented the plaque to Mr. Luis Marquez and thanked him for performing his job with uncompromised commitment and for his 20 years of service to the City of San Luis.

Vice Mayor Maria Cecilia Ramos thanked Mr. Luis Marquez for being a peacemaker in the City of San Luis.

Council Member Africa Luna-Carrasco thanked Mr. Luis Marquez for all his years of service and dedication to the City of San Luis. She has known Mr. Marquez all her life and knows that his heart belongs to the City of San Luis, Arizona.

Council Member Gloria Torres congratulated and thanked Mr. Luis Marquez and added he will be missed, he will be hard to replace.

Council Member Matias Rosales thanked Mr. Luis Marquez and added that his absence will be noted. It was acknowledged that his work was not only done because of his job responsibility but also due to the affection for this city.

Mr. Luis Marquez thanked God, his wife, siblings, children, City of San Luis and staff for the opportunity of serving this community for 20 years.

Ms. Minerva Arellano, visitor, read a letter on behalf of the United Blood Services thanking and recognizing Mr. Luis Marquez for organizing the city's blood drive.

Mr. Manuel Castro, Pastor Gethsemani Church, thanked Mr. Luis Marquez for the opportunity of working with him in the Safety Day event held on a yearly basis. Mr. Castro presented Mr. Marquez with a plaque on behalf of the Gethsemani Church.

Mr. Lizandro Galaviz, Director to Parks & Recreation, thanked Mr. Luis Marquez for his work and bringing different agencies together during the Safety Day event every year.

## **5. CONSENT AGENDA**

### **5. A. Minutes of**

- Regular Council meeting held September 12, 2018
- Regular Council meeting held September 26, 2018

**5. B. DISBURSEMENTS FROM OCTOBER 01, 2018 TO OCTOBER 12, 2018**

**Total Disbursements \$720,552.14**

**(Seven Hundred Twenty Thousand, Five Hundred Fifty-Two Dollars and Fourteen Cents)**

**MOTION:** Council Member Gloria Torres/Council Member Matias Rosales 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 authorization to purchase two (2) fully marked and equipped new 2019 Ford F150 SuperCrew Cab XL 4x4 pick-up trucks and one (1) fully marked and equipped new 2019 Ford F250 Super Duty Super Cab XL 4x4 pick-up using Fiscal Year 2019 Capital Projects Budgeted funds. (Richard Jessup, Acting Chief of Police)**

Mr. Richard Jessup, Acting Chief of Police, explained that the San Luis Police Department is seeking approval for the purchase of two (2) new 2019 Ford F150 SuperCrew Cab XL 4x4 pick-up trucks and (1) new 2019 Ford F250 Super Duty Super Cab XL 4x4 pick-up truck. These pick-up trucks would be additions to the police patrol vehicle fleet. The funds for the purchase of these vehicles were approved as a Fiscal Year 2019 Capital Project to purchase two (2) fully marked and equipped patrol pick-up trucks and one (1) fully marked and equipped animal control pick-up truck. Peoria Ford was one of the bidders for the state contract, adding that they tried keeping local with Alexander Ford but there was a savings of approximately \$8,000.00 with Peoria Ford which can be used for to outfit the K9 vehicles. Chief Jessup explained what equipment will be in each vehicle.

Council Member Africa Luna-Carrasco asked if the San Luis Police Department tried negotiation with the local vendor. Mr. Jessup answered that they did but Alexander Ford did not come to an agreement.

**MOTION:** Vice Mayor Maria Cecilia Ramos/Council Member Africa Luna-Carrasco to approve the purchase of two (2) fully marked and equipped Ford F150 Super Crew Cab XL pick-up trucks and one (1) fully marked and equipped Ford F250 Super Duty Cab XL pick-up truck in the combined amount of \$170,099.96 as presented. Motion passed unanimously.

**6. B. Discussion and possible action on any and all matters regarding the approval of contract between the City of San Luis and professional musical bands, Los Ramones de Nuevo Leon, Los Navarro and Milton Arce, for the Founders Day Celebration. (Lizandro Galaviz, Director of Parks & Recreation)**

Mr. Jesus Meza, Assistant Director to Parks & Recreation, requested the approval of the sole source provider for Los Ramones de Nuevo Leon, Los Navarro and Milton Arce for the Founders Day celebration to be held Saturday, December 8, 2018.

Mayor Gerardo Sanchez mentioned that the city needs to emphasize Founders Day, so next year Parks & Recreation needs to budget more for this event to bring a bigger band for this occasion.

**MOTION:** Council Member Gloria Torres/Council Member Africa Luna-Carrasco to approve the contract for the live music for Founders Day in the amount of \$11,500.00 as presented. Motion passed unanimously.

**6. C. Discussion and possible action on any and all matters regarding Resolution No. 2055. A resolution of the Mayor and City Council of the City of San Luis, Arizona to authorize the City of San Luis Police Department to receive funding for the Impaired Driver/DUI Alcohol Enforcement and Materials and Supplies and STEP/Selective Traffic Enforcement projects by approving Highway Safety Contracts 2019-AL-025 & 2019-PTS-047 between the City of San Luis, Arizona through the San Luis Police Department and the Governor's Office of Highway Safety. (Richard Jessup, Acting Chief of Police).**

Mr. Richard Jessup, Acting Chief of Police, explained that the City of San Luis Police Department (SLPD) has been awarded a total of \$32,000.00 to support additional equipment, overtime, and employee-related expenses to enhance Driving Under the Influence (DUI) and traffic enforcement throughout the city.

The SLPD has been awarded \$17,000.00 for the Impaired Driver/DUI Alcohol Enforcement and Materials & Supplies project under Contract No. 2019-AL-025 and \$15,000.00 for the STEP/Selective Traffic Enforcement project under Contract No. 2019-PTS-0047 to support personnel equipment, services, and employee-related expenses to enhance DUI alcohol enforcement and education throughout the city. Additional manpower will allow the SLPD to increase its DUI task force efforts and will improve the ability to enforce DUI laws and increase its police traffic efforts and will improve the ability to enforce speeding laws.

**MOTION:** Council Member Matias Rosales/Vice Mayor Maria Cecilia Ramos to approve Resolution No. 2055. Motion passed unanimously.

**6. D. Discussion and possible action on any and all matters regarding Resolution No. 2059. A resolution of the Mayor and City Council of the City of San Luis, Arizona declaring October 21-27, 2018 as Arizona Cities and Towns Week. (Tadeo A. De La Hoya, City Manager, and Francia Alonso, Acting Public Information Officer/Assistant to Council)**

Ms. Francia Alonso, Acting Public Information Officer/Assistant to Council, explained that this resolution is to provide citizens with important information about the services and programs provided by the city, and to introduce the elected officials and employees that deliver them.

**MOTION:** Council Member Matias Rosales/Vice Mayor Maria Cecilia Ramos to approve Resolution No. 2059. Motion passed unanimously.

**7. SUMMARY OF CURRENT EVENTS**

Mayor Gerardo Sanchez reported the pedestrian annexation building at the port of entry was officially open today with representatives from different agencies. Furthermore, he added that the pedestrian annexation building was opened a few weeks prior and there was already a 7% increase of pedestrian crossing and this is the only port of entry using the technology of face recognition. Mayor Gerardo Sanchez thanked the Parks & Recreation for cleaning Main Street.

Council Member Africa Luna-Carrasco thanked staff for coordinating for a successful ribbon cutting of the pedestrian annexation building.

Council Member Matias Rosales reported that the baseball closing ceremony for the kids of the community ended and now the softball season has begun. In addition, he thanked Mayor Gerardo Sanchez for the video in regard to the possible closure of the port of entry.

Vice Mayor Maria Cecilia Ramos reported that the first fashion show being coordinated by the Domestic Violence Coalition will be held at the Cesar Chavez Cultural Center beginning at 6:00 p.m. on October 25, 2018.

**8. CALL TO THE PUBLIC**

There were no comments by the members of the public.

**9. ADJOURNMENT**

**MOTION:** Council Member Matias Rosales/Council Member Gloria Torres to adjourn the Regular Council meeting at approximately 8:23 p.m. Motion passed unanimously.



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.B.

Meeting Date: 11/14/2018

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#### Summary

#### **DISBURSEMENTS FROM OCTOBER 13, 2018 TO NOVEMBER 2, 2018**

Total Disbursements \$1,176,284.87

(One Million, One Hundred Seventy-Six Thousand, Two Hundred Eighty-Four Dollars and Eighty-Seven Cents)

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#### Attachments

Disbursements

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# City of San Luis

Finance Department

## COUNCIL MEETING NOVEMBER 14, 2018 Disbursement Reports from 10/13/2018 to 11/2/2018

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	10/17/2018	\$ 293,814.36	Schedule A
Accounts Payable Check Account	10/18/2018	\$ 342,580.58	Schedule B
Accounts Payable Check Account	10/25/2018	\$ 187,043.35	Schedule C
Payroll Check Account	10/31/2018	\$ 302,222.99	Schedule D
Accounts Payable Check Account	11/1/2018	\$ 50,623.59	Schedule E

**Total Disbursements: \$ 1,176,284.87**

Please contact Ms. Monica Castro prior to the meeting if additional information is needed.

Prepared by Angelica V. Castro: \_\_\_\_\_

Verified by Director of Finance: \_\_\_\_\_

For Council approval on: \_\_\_\_\_

Mayor: \_\_\_\_\_

Council: \_\_\_\_\_

RECEIVED

2018 NOV -7 P 5:18

CITY OF SAN LUIS  
OFFICE OF THE CITY CLERK



# Schedule A

# Pay Day Register

Pay Date Range 09/29/18 - 10/12/18

Pay Batch 201821

			Workers' Comp	Gross Base
PSPRS POLICE DB RATE - TIER	4,104.49	35,231.63		
PSPRS POLICE DB RATE - TIER 2	635.59	5,455.64	ANIMAL CONTROL OFFICERS	58.34
PSPRS POLICE DB RATE - TIER 3	998.78	10,048.17	ATTORNEY- ALL & CLERICAL-	67.31
STANDARD LIFE ADDTNL	815.78	.00	AUTO SERVICE/ REPAIR	123.78
TRANSWESTERN MEXICAN	96.26	.00	BUILDING- NOC OPER BY	939.64
U.S. MEX DENTAL - EE &	571.32	.00	BUS COMPANY AND DRIVERS	139.80
U.S. MEX DENTAL - EE &	63.48	.00	CLERICAL OFFICE/ LIBRARY/	232.48
UNITED WAY	14.00	.00	Electrician	60.10
US & MEX DENTAL= FAMILY	581.24	.00	FIREFIGHTERS	180.46
US & MEX HEALTH = C	6,141.80	.00	FIREFIGHTERS & DRIVERS	2,340.87
US & MEX HEALTH = FAMILY	4,583.00	.00	GARBAGE/ ASH/ REFUSE	350.17
US & MEX HEALTH = SP	898.80	.00	MUNICIPAL/ TOWN/	91.60
VSP - VISION FAMILY	602.70	.00	PARKS- NOC ALL EMPLOYEES	477.01
Net	<u>\$293,814.36</u> ✓		POLICE OFFICERS	4,358.72
			RECREATION- ALL EMPLOYEES/	222.13
			SEWAGE DISPOSAL/ PLANT	632.94
			Street or Road Construction	1,615.50
			WATERWORKS OPERATIONS	568.35
			Total	<u>\$12,459.20</u>

Direct Deposits	Amount
1st Bank Yuma	23,294.24
ACADEMY BANK	2,693.57
Bank of America	200.00
BBVA COMPASS	845.50
Charles Sch	200.00
Chase Bank	131,362.50
CHASE BANK CA	2,157.42
CHASE BANK MORGAN	1,844.45
chase centro	943.63
Federal Credit Union	38,643.59
FF CREDIT UNION	300.00
GREEN DOT BANK	500.00
HUGHES FCU	100.00
National Bank	500.00
Navy Federal	7,640.41
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,030.81
Sunbank	1,885.09
USAA FEDERAL SAVING	1,235.58
WASHINGTON FEDERAL	979.23
Wells Fargo	53,974.67
Total	<u>\$270,450.69</u>


Prepared by:  
Deborah Luna

Date:

# Payment Register

From Payment Date: 10/15/2018 - To Payment Date: 10/18/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	104	\$342,580.58	\$0.00	
<b>Grand Totals:</b>									
<b>All</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	104	\$342,580.58	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	104	\$342,580.58	\$0.00	
<b>Checks</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	104	\$342,580.58	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	104	\$342,580.58	\$0.00	
<b>All</b>									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	104	\$342,580.58	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	104	\$342,580.58	\$0.00	

Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie D.*  
 10/18/18  


# Payment Register

From Payment Date: 10/15/2018 - To Payment Date: 10/18/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18BYPAYABLE - 1st BY Accounts Payable									
Check									
86820	10/16/2018	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL - WC	\$64,290.00		
86821	10/18/2018	Open			Accounts Payable	A & H ELECTRIC	\$940.84		
86822	10/18/2018	Open			Accounts Payable	A&A SHEET METAL PRODUCTS, INC.	\$2,365.50		
86823	10/18/2018	Open			Accounts Payable	ALDAMA, EMMANUEL	\$167.00		
86824	10/18/2018	Open			Accounts Payable	AMBERLY'S PLACE	\$6,846.66		
86825	10/18/2018	Open			Accounts Payable	APS/CLAIM #414-1352-AH	\$100.00		
86826	10/18/2018	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$65.00		
86827	10/18/2018	Open			Accounts Payable	ARIZONA DEPARTMENT OF REVENUE / TPT	\$42,027.62		
86828	10/18/2018	Open			Accounts Payable	ARIZONA REFUSE SALES, LLC	\$4,798.33		
86829	10/18/2018	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	\$1,098.41		
86830	10/18/2018	Open			Accounts Payable	ARIZONA STATE TREASURER	\$60,085.10		
86831	10/18/2018	Open			Accounts Payable	AUTOZONE STORES, INC	\$186.28		
86832	10/18/2018	Open			Accounts Payable	AYALA, SOCORRO	\$150.00		
86833	10/18/2018	Open			Accounts Payable	BINGHAM AUTO & TRUCK PARTS	\$25.47		
86834	10/18/2018	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$25.32		
86835	10/18/2018	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$533.74		
86836	10/18/2018	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$674.50		
86837	10/18/2018	Open			Accounts Payable	CAMPA, OMAR	\$68.00		
86838	10/18/2018	Open			Accounts Payable	CELAYA, PAOLA	\$206.00		
86839	10/18/2018	Open			Accounts Payable	D & H ELECTRIC INC.	\$315.00		
86840	10/18/2018	Open			Accounts Payable	DE LOS REYES, JUAN	\$167.00		
86841	10/18/2018	Open			Accounts Payable	DELGADO, JESUS	\$150.00		
86842	10/18/2018	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$140.00		
86843	10/18/2018	Open			Accounts Payable	DUENAS, YOLANDA	\$109.99		
86844	10/18/2018	Open			Accounts Payable	ED WHITEHEAD'S TIRE	\$127.76		
86845	10/18/2018	Open			Accounts Payable	FRANCO, MARTIN, A	\$150.00		
86846	10/18/2018	Open			Accounts Payable	FRANCO LUNA, ROSSMART , FELIPE	\$250.00		
86847	10/18/2018	Open			Accounts Payable	G&T ALARM CO LLC	\$243.41		
86848	10/18/2018	Open			Accounts Payable	GADSDEN ELEMENTARY SCHOOL MARCHING BAND	\$15,000.00		
86849	10/18/2018	Open			Accounts Payable	GALERIA CAFE	\$150.00		
86850	10/18/2018	Open			Accounts Payable	GARCIA, JESUS	\$210.00		
86851	10/18/2018	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	\$11,250.00		
86852	10/18/2018	Open			Accounts Payable	GREATER YUMA PORT AUTHORITY	\$50,000.00		
86853	10/18/2018	Open			Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC	\$3.47		
86854	10/18/2018	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$6,939.54		
86855	10/18/2018	Open			Accounts Payable	JUAREZ, EDGAR	\$108.00		
86856	10/18/2018	Open			Accounts Payable	LAGUNA, LIZETH	\$150.00		
86857	10/18/2018	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$3,414.33		

# Payment Register

From Payment Date: 10/15/2018 - To Payment Date: 10/18/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
86858	10/18/2018	Open			Accounts Payable	LEON, ALFREDO	\$130.08		
86859	10/18/2018	Open			Accounts Payable	LEON VALDEZ, TERESA	\$318.65		
86860	10/18/2018	Open			Accounts Payable	LOPEZ RIOS, JOSE , A	\$144.00		
86861	10/18/2018	Open			Accounts Payable	LOWE'S HIW, INC.	\$734.30		
86862	10/18/2018	Open			Accounts Payable	LUGO, GILBERTO	\$30.00		
86863	10/18/2018	Open			Accounts Payable	MARKETING DESIGN AND PRINTING	\$177.60		
86864	10/18/2018	Open			Accounts Payable	MASTER AUTO GLASS LLC	\$219.18		
86865	10/18/2018	Open			Accounts Payable	MEDINA, JOSE	\$360.00		
86866	10/18/2018	Open			Accounts Payable	NAT'L ASSOC OF LATINO ELECTED & APPOINTED OFFICIAL	\$400.00		
86867	10/18/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	\$78.71		
86868	10/18/2018	Open			Accounts Payable	OFFICE DEPOT	\$2,161.66		
86869	10/18/2018	Open			Accounts Payable	PURCELL TIRE CO.	\$432.38		
86870	10/18/2018	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$8,333.32		
86871	10/18/2018	Open			Accounts Payable	RAMIREZ MUNGUIA, ARTURO, I	\$176.00		
86872	10/18/2018	Open			Accounts Payable	RAMON MOSQUEDA	\$485.01		
86873	10/18/2018	Open			Accounts Payable	RAMOS, MARIA, CECILIA	\$215.00		
86874	10/18/2018	Open			Accounts Payable	RDO EQUIPMENT CO.	\$574.83		
86875	10/18/2018	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	\$581.56		
86876	10/18/2018	Open			Accounts Payable	ROSALES, MATIAS	\$76.00		
86877	10/18/2018	Open			Accounts Payable	RUIZ, MONICA	\$39.03		
86878	10/18/2018	Open			Accounts Payable	RUSH TRUCK CENTER	\$51.22		
86879	10/18/2018	Open			Accounts Payable	RUSH TRUCK CENTERS OF ARIZONA, INC	\$67.12		
86880	10/18/2018	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$1,350.00		
86881	10/18/2018	Open			Accounts Payable	SAN LUIS SPEAR POINT SOLAR I, LLC	\$12,933.96		
86882	10/18/2018	Open			Accounts Payable	SANCHEZ, GERARDO	\$44.00		
86883	10/18/2018	Open			Accounts Payable	SHUCK DRILLING COMPANY LLC	\$393.77		
86884	10/18/2018	Open			Accounts Payable	SIGN MASTERS	\$224.41		
86885	10/18/2018	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$832.11		
86886	10/18/2018	Open			Accounts Payable	THE ROACH PEST CONTROL	\$800.00		
86887	10/18/2018	Open			Accounts Payable	VALENCIA, LINO	\$327.00		
86888	10/18/2018	Open			Accounts Payable	VALENZUELA, GABRIEL, A	\$110.00		
86889	10/18/2018	Open			Accounts Payable	VARELA, LIZETTE	\$108.00		
86890	10/18/2018	Open			Accounts Payable	VILLEGAS, LITZY	\$128.00		
86891	10/18/2018	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$610.52		
86892	10/18/2018	Open			Accounts Payable	WESTMOOR ELECTRIC INC.	\$418.50		
86893	10/18/2018	Open			Accounts Payable	WITMER PUBLIC SAFETY GROUP, INC.	\$423.90		
86894	10/18/2018	Open			Accounts Payable	YUMA AUTO REBUILDERS	\$1,239.83		
86895	10/18/2018	Open			Accounts Payable	YUMA COUNTY ADULT DETENTION CENTER	\$294.82		
86896	10/18/2018	Open			Accounts Payable	YUMA COUNTY HUMANE SOCIETY	\$6,986.00		
86897	10/18/2018	Open			Accounts Payable	YUMA COUNTY TREASURER	\$272.43		
86898	10/18/2018	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$62.36		
86899	10/18/2018	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$299.87		
86900	10/18/2018	Open			Accounts Payable	YUMA WINNELSON CO.	\$549.65		

# Payment Register

From Payment Date: 10/15/2018 - To Payment Date: 10/18/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
86901	10/18/2018	Open			Accounts Payable	ARIZONA DEPT OF ECONOMIC SECUR	\$2,426.35		
86902	10/18/2018	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	\$160.61		
86903	10/18/2018	Open			Accounts Payable	FOP/ALC	\$240.00		
86904	10/18/2018	Open			Accounts Payable	PIONEER CREDIT RECOVERY, INC	\$147.29		
86905	10/18/2018	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$435.00		
86906	10/18/2018	Open			Accounts Payable	STANDARD INSURANCE CO.	\$7,473.41		
86907	10/18/2018	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$4,197.81		
86908	10/18/2018	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
86909	10/18/2018	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$600.00		
86910	10/18/2018	Open			Accounts Payable	ALSCO, INC	\$39.84		
86911	10/18/2018	Open			Accounts Payable	AZ LAW ENFORCEMENT RECORDS MANAGERS ASSOC.	\$100.00		
86912	10/18/2018	Open			Accounts Payable	BOBADILLA, YADIRA	\$268.00		
86913	10/18/2018	Open			Accounts Payable	BOUCHER, MICHELLE	\$268.00		
86914	10/18/2018	Open			Accounts Payable	CENTURYLINK	\$6,650.93		
86915	10/18/2018	Open			Accounts Payable	GIMBUT, GLENN J.	\$464.28		
86916	10/18/2018	Open			Accounts Payable	JUAREZ, NANCY	\$268.00		
86917	10/18/2018	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	\$60.00		
86918	10/18/2018	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	\$169.12		
86919	10/18/2018	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$144.50		
86920	10/18/2018	Open			Accounts Payable	SAN LUIS MIDDLE SCHOOL	\$500.00		
86921	10/18/2018	Open			Accounts Payable	SPECTRUM BUSINESS	\$36.39		
86922	10/18/2018	Open			Accounts Payable	YUMA COUNTY LIBRARY DISTRICT	\$50.00		
86923	10/18/2018	Open			Accounts Payable	YUMA COUNTY LIBRARY DISTRICT	\$140.00		
Type Check Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals								\$342,580.58	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	104	\$342,580.58	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 10/22/2018 - To Payment Date: 10/25/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				<b>Checks</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	85	\$187,043.35	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>85</b>	<b>\$187,043.35</b>	<b>\$0.00</b>	
				<b>All</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	85	\$187,043.35	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>85</b>	<b>\$187,043.35</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>				<b>Checks</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	85	\$187,043.35	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>85</b>	<b>\$187,043.35</b>	<b>\$0.00</b>	
				<b>All</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	85	\$187,043.35	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>85</b>	<b>\$187,043.35</b>	<b>\$0.00</b>	

Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie D.*  
 C

# Payment Register

From Payment Date: 10/22/2018 - To Payment Date: 10/25/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
86924	10/24/2018	Open			Accounts Payable	CENTURYLINK	\$11,044.96		
86925	10/24/2018	Open			Accounts Payable	PURCHASE POWER	\$1,104.39		
86926	10/25/2018	Open			Accounts Payable	A & H ELECTRIC	\$426.66		
86927	10/25/2018	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	\$10,492.74		
86928	10/25/2018	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$81.34		
86929	10/25/2018	Open			Accounts Payable	ARIZONA SOUTHWEST UNIFORMS LLC	\$16.00		
86930	10/25/2018	Open			Accounts Payable	ARIZONA STATE TREASURER	\$27,545.23		
86931	10/25/2018	Open			Accounts Payable	ARROW INTERNATIONAL, INC.	\$653.61		
86932	10/25/2018	Open			Accounts Payable	AUTOZONE STORES, INC	\$4,982.04		
86933	10/25/2018	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$80.10		
86934	10/25/2018	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$329.00		
86935	10/25/2018	Open			Accounts Payable	AZ WASTE WATER INDUSTRIES	\$388.44		
86936	10/25/2018	Open			Accounts Payable	BEAMSPPEED LLC	\$139.90		
86937	10/25/2018	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$422.31		
86938	10/25/2018	Open			Accounts Payable	CENTURYLINK	\$284.81		
86939	10/25/2018	Open			Accounts Payable	CENTURYLINK	\$1,267.63		
86940	10/25/2018	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$870.00		
86941	10/25/2018	Open			Accounts Payable	CORTEZ, ANTHONY, LUIZ	\$374.00		
86942	10/25/2018	Open			Accounts Payable	CSC OF YUMA	\$387.57		
86943	10/25/2018	Open			Accounts Payable	DATA IV INC.	\$255.84		
86944	10/25/2018	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$869.65		
86945	10/25/2018	Open			Accounts Payable	DESERT VETERINARY CLINIC PLC	\$102.21		
86946	10/25/2018	Open			Accounts Payable	EMPIRE MACHINERY	\$51.09		
86947	10/25/2018	Open			Accounts Payable	FENCEMASTERS INC	\$4,173.59		
86948	10/25/2018	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$1,680.00		
86949	10/25/2018	Open			Accounts Payable	FUENTES, CARLOS	\$900.00		
86950	10/25/2018	Open			Accounts Payable	GALLS, AN ARAMARK CO., LLC	\$3,533.01		
86951	10/25/2018	Open			Accounts Payable	GONZALEZ, SANTIAGO, A	\$290.00		
86952	10/25/2018	Open			Accounts Payable	GOODWILL	\$64.90		
86953	10/25/2018	Open			Accounts Payable	GOVERNMENT FINANCE OFFICERS	\$262.00		
86954	10/25/2018	Open			Accounts Payable	GUARDIAN MEDICAL PRODUCTS, LLC	\$4,275.11		
86955	10/25/2018	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$23.18		
86956	10/25/2018	Open			Accounts Payable	IBARRA LARA, FRANCISCO	\$1,000.00		
86957	10/25/2018	Open			Accounts Payable	IPS GROUP INC	\$537.74		
86958	10/25/2018	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$10,816.74		
86959	10/25/2018	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES	\$6,593.75		
86960	10/25/2018	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$382.72		
86961	10/25/2018	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$300.00		
86962	10/25/2018	Open			Accounts Payable	MAYA'S CONSTRUCTION LLC.	\$1,390.67		
86963	10/25/2018	Open			Accounts Payable	MAYORGA, FERNANDO	\$500.00		
86964	10/25/2018	Open			Accounts Payable	MECHO'S MOBIL WELDING	\$1,500.00		
86965	10/25/2018	Open			Accounts Payable	METRO MARKETING, INC.	\$450.00		

# Payment Register

From Payment Date: 10/22/2018 - To Payment Date: 10/25/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
86966	10/25/2018	Open			Accounts Payable	NASRO	\$2,325.00			
86967	10/25/2018	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	\$80.00			
86968	10/25/2018	Open			Accounts Payable	NEW MEN	\$9.99			
86969	10/25/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	\$23.07			
86970	10/25/2018	Open			Accounts Payable	OPTUM	\$1,443.00			
86971	10/25/2018	Open			Accounts Payable	PACIFIC MEDICAL WASTE	\$59.90			
86972	10/25/2018	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	\$2,075.00			
86973	10/25/2018	Open			Accounts Payable	PUBLIC SAFETY PERSONNEL RET SY	\$70.00			
86974	10/25/2018	Open			Accounts Payable	PULIDO, HORTENCIA	\$1.52			
86975	10/25/2018	Open			Accounts Payable	PURCELL TIRE CO.	\$562.38			
86976	10/25/2018	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$750.00			
86977	10/25/2018	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$1,343.42			
86978	10/25/2018	Open			Accounts Payable	RAMON MOSQUEDA	\$324.88			
86979	10/25/2018	Open			Accounts Payable	RDO EQUIPMENT CO.	\$355.54			
86980	10/25/2018	Open			Accounts Payable	REVELLES CRUZ, GUADALUPE	\$1,000.00			
86981	10/25/2018	Open			Accounts Payable	RODRIGUEZ, ROGELIO	\$70.00			
86982	10/25/2018	Open			Accounts Payable	RUSH TRUCK CENTER	\$1,038.10			
86983	10/25/2018	Open			Accounts Payable	RWC INTERNATIONAL LTD	\$4,350.34			
86984	10/25/2018	Open			Accounts Payable	SHERWIN WILLIAM	\$414.89			
86985	10/25/2018	Open			Accounts Payable	SMITH, RALPH E. SR.	\$540.00			
86986	10/25/2018	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	\$517.00			
86987	10/25/2018	Open			Accounts Payable	SUPREME PLUMBING SOLUTIONS LLC	\$225.00			
86988	10/25/2018	Open			Accounts Payable	TACOS EL CHIPILON, LLC	\$1,328.57			
86989	10/25/2018	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$969.50			
86990	10/25/2018	Open			Accounts Payable	ULINE, INC.	\$440.30			
86991	10/25/2018	Open			Accounts Payable	VAPEX ENVIRONMENTAL TECHNOLOGIES, LLC	\$1,444.19			
86992	10/25/2018	Open			Accounts Payable	VR WHOLESALE, INC	\$83.00			
86993	10/25/2018	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$336.27			
86994	10/25/2018	Open			Accounts Payable	WIZARD EDUCATION	\$38,370.00			
86995	10/25/2018	Open			Accounts Payable	YUMA AUTO REBUILDERS	\$874.27			
86996	10/25/2018	Open			Accounts Payable	YUMA COUNTY RECORDER	\$42.50			
86997	10/25/2018	Open			Accounts Payable	YUMA COUNTY TREASURER	\$159.15			
86998	10/25/2018	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$164.09			
86999	10/25/2018	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$5,038.77			
87000	10/25/2018	Open			Accounts Payable	YUMA PRINTING & GRAPHIC DEPT.	\$673.92			
87001	10/25/2018	Open			Accounts Payable	AFLAC	\$4,387.12			
87002	10/25/2018	Open			Accounts Payable	ALONSO, FRANCA	\$26.42			
87003	10/25/2018	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$1,532.67			
87004	10/25/2018	Open			Accounts Payable	JESSUP, RICHARD	\$268.00			
87005	10/25/2018	Open			Accounts Payable	PEREZ, HAZIEL	\$268.00			
87006	10/25/2018	Open			Accounts Payable	STANDARD INSURANCE CO.	\$1,654.65			
87007	10/25/2018	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$4,760.00			
87008	10/25/2018	Open			Accounts Payable	RUBIO, ROMAN	\$6,000.00			
Type Check Totals:										
1BYPAYABLE - 1st BY Accounts Payable Totals							85 Transactions	\$187,043.35		



# Schedule D

## Pay Day Register

Pay Date Range 10/13/18 - 10/26/18

Pay Batch 201832

PSPRS POLICE DB RATE - TIER 2	536.40	4,604.29	BUS COMPANY AND DRIVERS	160.20	2,902.23
PSPRS POLICE DB RATE - TIER 3	831.71	8,367.36	CLERICAL OFFICE/ LIBRARY/	226.10	94,210.12
STANDARD LIFE ADDTNL	815.78	.00	Electrician	58.53	1,864.00
TRANSWESTERN MEXICAN	96.26	.00	FIREFIGHTERS	186.24	5,290.80
U.S. MEX DENTAL - EE &	571.32	.00	FIREFIGHTERS & DRIVERS	2,953.81	83,915.40
U.S. MEX DENTAL - EE &	63.48	.00	GARBAGE/ ASH/ REFUSE	347.34	5,557.44
UNITED WAY	14.00	.00	MUNICIPAL/ TOWN/	93.07	5,318.06
US & MEX DENTAL= FAMILY	581.24	.00	PARKS- NOC ALL EMPLOYEES	562.48	18,143.84
US & MEX HEALTH = C	6,366.50	.00	POLICE OFFICERS	3,956.38	90,328.46
US & MEX HEALTH = FAMILY	4,583.00	.00	RECREATION- ALL EMPLOYEES/	239.35	17,470.79
US & MEX HEALTH = SP	898.80	.00	SEWAGE DISPOSAL/ PLANT	626.37	18,208.62
VSP - VISION FAMILY	602.70	.00	Street or Road Construction	1,596.38	19,879.92
Net	<u>\$302,222.99</u> ✓		WATERWORKS OPERATIONS	<u>575.39</u>	<u>16,581.64</u>
			Total		<u>\$12,768.35</u>

Direct Deposits	Amount
1st Bank Yuma	24,295.60
ACADEMY BANK	2,206.08
Bank of America	200.00
BBVA COMPASS	881.21
Charles Sch	200.00
Chase Bank	132,233.56
CHASE BANK CA	2,313.56
CHASE BANK MORGAN	1,812.43
chase centro	943.63
Federal Credit Union	40,061.21
FF CREDIT UNION	300.00
GREEN DOT BANK	500.00
HUGHES FCU	100.00
National Bank	500.00
Navy Federal	7,586.51
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	1,064.14
Sunbank	1,813.48
USAA FEDERAL SAVING	
WASHINGTON FEDERAL	
Wells Fargo	<u>50,346.01</u>
Total	<u>\$276,661.75</u>
Check	\$25,561.24

Prepared by:  
Deborah Luna

Date:

# Payment Register

From Payment Date: 10/29/2018 - To Payment Date: 11/1/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped	0	\$0.00	\$0.00	
					Total	76	\$50,623.59	\$0.00	
<b>Grand Totals:</b>									
		<b>All</b>			<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	76	\$50,623.59	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	76	\$50,623.59	\$0.00	
					<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	76	\$50,623.59	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	76	\$50,623.59	\$0.00	
					<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	76	\$50,623.59	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	76	\$50,623.59	\$0.00	

Prepared By:  
*Maggie Dominguez*  
 Date: *Maggie*  
  


# Payment Register

From Payment Date: 10/29/2018 - To Payment Date: 11/1/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
87009	10/29/2018	Open			Accounts Payable	CRUZ, ENRIQUE	\$165.00		
87010	10/29/2018	Open			Accounts Payable	ORTEGA, MARTHA, M	\$165.00		
87011	10/29/2018	Open			Accounts Payable	RAMIREZ ADVISORS INTER- NATIONAL,LLC	\$4,166.66		
87012	10/29/2018	Open			Accounts Payable	SABORI, MARIA	\$12.41		
87013	10/29/2018	Open			Accounts Payable	ZIMMERMAN, ERIC	\$75.00		
87014	10/29/2018	Open			Accounts Payable	SABORI, MARIA	\$11.90		
87015	10/31/2018	Open			Accounts Payable	GARCIA, VIDAL	\$165.00		
87016	10/31/2018	Open			Accounts Payable	GOMEZ, DANA, VANESSA	\$165.00		
87017	10/31/2018	Open			Accounts Payable	RUIZ, DAVID	\$165.00		
87018	11/01/2018	Open			Accounts Payable	CALIFORNIA STATE DISBURSEMENT UNIT	\$160.61		
87019	11/01/2018	Open			Accounts Payable	FOP/ALC	\$240.00		
87020	11/01/2018	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$100.00		
87021	11/01/2018	Open			Accounts Payable	PIONEER CREDIT RECOVERY, INC	\$147.29		
87022	11/01/2018	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$435.00		
87023	11/01/2018	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$4,197.81		
87024	11/01/2018	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
87025	11/01/2018	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$600.00		
87026	11/01/2018	Open			Accounts Payable	CARBAJAL, EDGAR	\$194.00		
87027	11/01/2018	Open			Accounts Payable	CARDENAS, ERNESTO	\$236.00		
87028	11/01/2018	Open			Accounts Payable	CARRASCO, AFRICA	\$204.00		
87029	11/01/2018	Open			Accounts Payable	DE LA HOYA, TADEO	\$204.00		
87030	11/01/2018	Open			Accounts Payable	GUZMAN, JOSE, A	\$160.00		
87031	11/01/2018	Open			Accounts Payable	MACUIL, KAY	\$612.02		
87032	11/01/2018	Open			Accounts Payable	PACHECO, ROMAN	\$160.00		
87033	11/01/2018	Open			Accounts Payable	PRIETO, ERNESTO	\$209.00		
87034	11/01/2018	Open			Accounts Payable	ROJAS, JOSE	\$236.00		
87035	11/01/2018	Open			Accounts Payable	ROSALES, MATIAS	\$44.00		
87036	11/01/2018	Open			Accounts Payable	VALENCIA, LINO	\$268.00		
87037	11/01/2018	Open			Accounts Payable	A & H ELECTRIC	\$196.92		
87038	11/01/2018	Open			Accounts Payable	ALBERT HOLLER & ASSOCIATES	\$2,000.00		
87039	11/01/2018	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$375.00		
87040	11/01/2018	Open			Accounts Payable	ARREOLA, LUISA	\$500.00		
87041	11/01/2018	Open			Accounts Payable	CAMPA, OMAR	\$156.00		
87042	11/01/2018	Open			Accounts Payable	CELAYA, PAOLA	\$48.00		
87043	11/01/2018	Open			Accounts Payable	CITY OF YUMA	\$607.11		
87044	11/01/2018	Open			Accounts Payable	FIRE LAW GROUP, LLC	\$545.00		
87045	11/01/2018	Open			Accounts Payable	FLUID ENERGIES INC.	\$267.00		
87046	11/01/2018	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	\$90.00		
87047	11/01/2018	Open			Accounts Payable	FRANCO, MARTIN, A	\$40.00		
87048	11/01/2018	Open			Accounts Payable	FRANCO LUNA, ROSSMART , FELIPE	\$112.00		
87049	11/01/2018	Open			Accounts Payable	GARCIA, JESUS	\$96.00		

# Payment Register

From Payment Date: 10/29/2018 - To Payment Date: 11/1/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
87050	11/01/2018	Open			Accounts Payable	GOMEZ-DOMINGUEZ, FRANCISCO	\$392.21		
87051	11/01/2018	Open			Accounts Payable	IDEA SPECTRUM, INC.	\$306.96		
87052	11/01/2018	Open			Accounts Payable	LOOMIS	\$1,433.64		
87053	11/01/2018	Open			Accounts Payable	LOPEZ RIOS, JOSE , A	\$192.00		
87054	11/01/2018	Open			Accounts Payable	LUGO, GILBERTO	\$60.00		
87055	11/01/2018	Open			Accounts Payable	MARKETING DESIGN AND PRINTING	\$1,697.20		
87056	11/01/2018	Open			Accounts Payable	MEDINA, JOSE	\$280.00		
87057	11/01/2018	Open			Accounts Payable	MOLINA, ALBERTO	\$175.00		
87058	11/01/2018	Open			Accounts Payable	MONSTERMEDIA LLC	\$100.00		
87059	11/01/2018	Open			Accounts Payable	NAT'L ASSOC OF LATINO ELECTED & APPOINTED OFFICIAL	\$100.00		
87060	11/01/2018	Open			Accounts Payable	NAVARRO, CAROLINE	\$200.00		
87061	11/01/2018	Open			Accounts Payable	NET TRANSCRIPTS INC.	\$137.31		
87062	11/01/2018	Open			Accounts Payable	PHOENIX POLICE EXPLORER POST 2906	\$290.00		
87063	11/01/2018	Open			Accounts Payable	PINNACLE MEDICAL GROUP, AZ- P.C	\$1,592.00		
87064	11/01/2018	Open			Accounts Payable	POLAR COOLING LLC	\$483.25		
87065	11/01/2018	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$300.00		
87066	11/01/2018	Open			Accounts Payable	RAMIREZ MUNGUIA, ARTURO, I	\$160.00		
87067	11/01/2018	Open			Accounts Payable	RDO EQUIPMENT CO.	\$468.84		
87068	11/01/2018	Open			Accounts Payable	RIVERA, MARIA , ELENA	\$57.20		
87069	11/01/2018	Open			Accounts Payable	SAHRA	\$150.00		
87070	11/01/2018	Open			Accounts Payable	SAN LUIS WALK IN CLINIC, INC	\$275.00		
87071	11/01/2018	Open			Accounts Payable	SILVA, JUAN, MANUEL	\$40.00		
87072	11/01/2018	Open			Accounts Payable	SIMS MURRAY, LTD.	\$40.00		
87073	11/01/2018	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	\$220.00		
87074	11/01/2018	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$43.09		
87075	11/01/2018	Open			Accounts Payable	TECHNICON TRAINING & CONSULTING SERVICES	\$290.00		
87076	11/01/2018	Open			Accounts Payable	TORRES, CRISTIAN	\$150.00		
87077	11/01/2018	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	\$477.00		
87078	11/01/2018	Open			Accounts Payable	VALENZUELA, GABRIEL, A	\$74.00		
87079	11/01/2018	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$454.19		
87080	11/01/2018	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$77.77		
87081	11/01/2018	Open			Accounts Payable	YUMA NURSERY SUPPLY	\$378.71		
87082	11/01/2018	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$510.00		
87083	11/01/2018	Open			Accounts Payable	YUMA TRUCK PARTS	\$42.55		
87084	11/01/2018	Open			Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	\$20,429.94		
Type Check Totals:					76 Transactions		\$50,623.59		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	76	\$50,623.59	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.C.

**Meeting Date:** 11/14/2018

**Department Head:** Jenny Torres, Economic Development Manager, Administration, Economic Development

**Submitted By:** Dania Castillo, Economic Development Assistant, Administration, Economic Development

**Action Requested:** Motion

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### ITEM:

Discussion and possible action on any and all matters regarding the award of a construction contract to DPE Construction, Inc. for International Plaza I Improvements (CDBG Contract #136-18). **(Jenny Torres, Economic Development Manager)**

### SUMMARY:

The City of San Luis intends to award DPE Construction, Inc. a construction contract for International Plaza I Improvements (Community Development Block Grant Contract #136-18) in the amount of \$483,315.00. The contractor was selected competitively by sealed bids and was the lowest bidder determined to be qualified and capable of performing the contract.

Additional expenditures are expected towards the cost of the construction and will require additional funding to complete the project. Staff is requesting council's authorization to use up to \$50,000.00 from bond funds GL account 310-311-90015.350 to pay for the sewer portion of the project.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO AWARD THE INTERNATIONAL PLAZA I IMPROVEMENTS CONTRACT TO DPE CONSTRUCTION AND APPROVE FUNDING THE CONTRACT FROM THE CDBG, AND UP TO \$50,000.00 FROM THE WASTEWATER INFRASTRUCTURE BONDS FOR THE WASTEWATER PORTION OF THE CONSTRUCTION .**

N/A

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City/State
<b>TOTAL:</b>	\$483,315.00
<b>BUDGETED AMOUNT:</b>	\$493,704.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	255-210-90010.218/CIP PLAZA I IMPROVEMENTS/\$493,704.00

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

Project will be funded by CDBG Contract #136-18 from the Arizona Department of Housing and City funds.

Additional expenditures are expected towards the cost of the construction and will require additional funding to complete the project. Staff is requesting council's authorization to use up to \$50,000 from bond funds GL account 310-311-90015.350 to pay for the sewer portion of the project.

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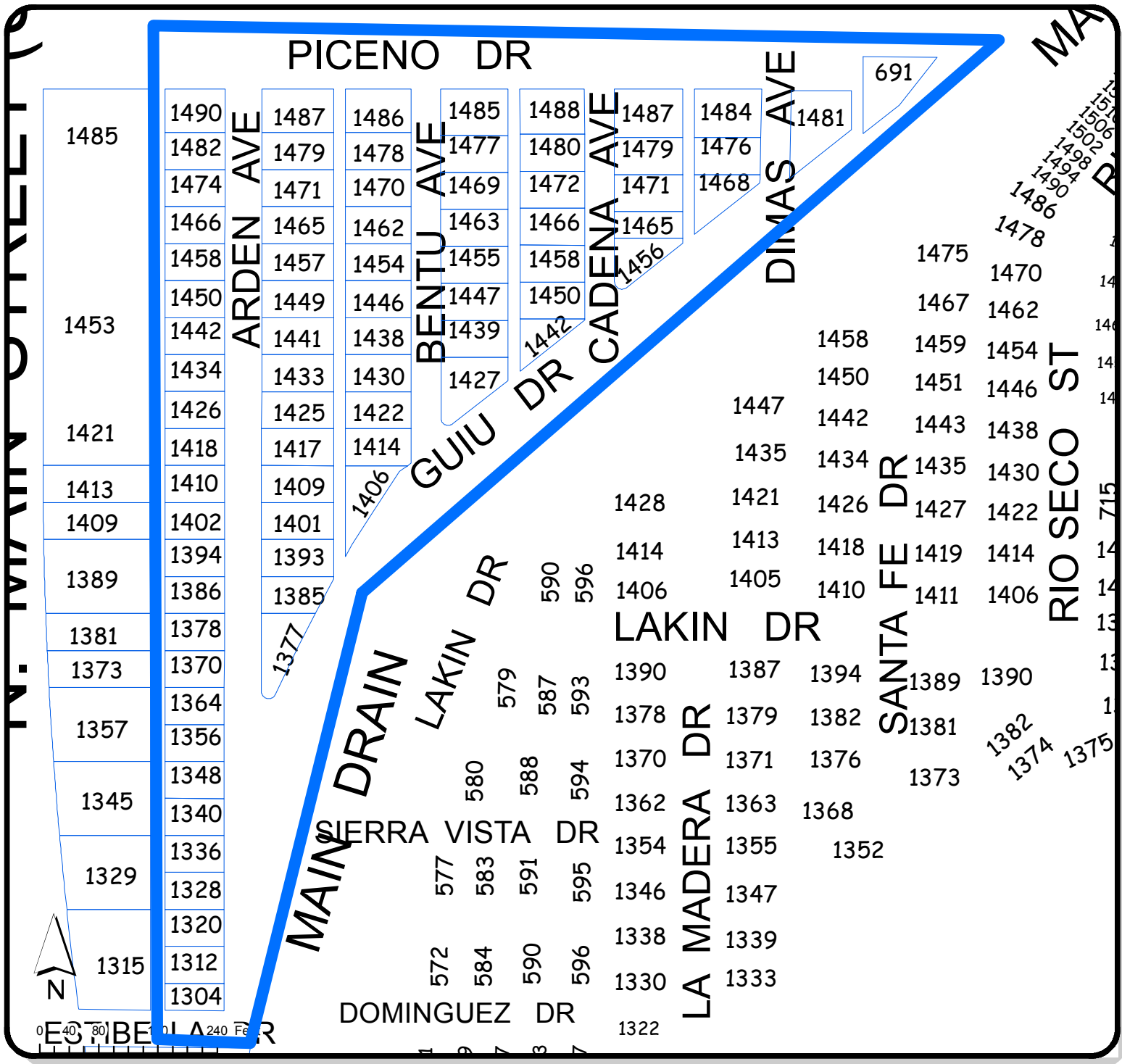
### **Attachments**

Map


Bid Tabulation

Construction Contract

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## Location Map

 International Plaza- Residential

**Date:**

1/12/2017

**Checked By:**



GIS DIVISION

**Prepared By:**

IG

**APPROVED BY:**

**Case No.:**

## BID EVALUATION SUMMARY AND AWARD RECOMMENDATION

1. Project: **CITY OF SAN LUIS  
INTERNATIONAL PLAZA 1 IMPROVEMENTS  
(ARDEN AVENUE AND GUIU DRIVE)  
(CDBG CONTRACT # 136-18)**

2. Bid submission date: Thursday, October 18<sup>th</sup>, 2018

3. Bid evaluation summary:

No.	Bidder	Opening Bid Amount (including 5% contingency)	Substantially responsive (yes or no)	Evaluated Bid Amount (including 5% contingency)	Rank	Remarks
1	DPE Construction, Inc.	\$483,315.00	Yes	\$483,315.00	1	None.
2	CEMEX Construction Materials South LLC	\$493,401.63	Yes	\$493,401.63	2	None.
3	Stormwater Plans, LLC dba SWP Contracting and Paving	\$579,020.93	No.	\$579,020.93	3	Non-Collusion Affidavit missing.

4. The lowest evaluated bidder has been determined to be qualified and capable of performing the contract [ YES ].

5. On the basis of the evaluation which was carried out in accordance with the Bidding Documents, we recommend accepting the bid of the lowest evaluated bidder [DPE Construction, Inc. ], which has been determined as qualified and capable of performing the contract, in accordance with the Bidding Documents.

Bids Evaluated By:

Tomas Sanchez, P.E.,  
James Davey & Associates, Inc.

  
(signature)

10/19/2018  
(date)

CITY OF SAN LUIS  
INTERNATIONAL PLAZA 1 ROADWAY IMPROVEMENTS  
(ARDEN AVENUE AND GUIU DRIVE)  
(CDBG CONTRACT # 136-18)

BID TABULATION

Bid No.	Description	Estimated Quantities	Unit	Bidder No. 1 DPE Construction, Inc.		Bidder No. 2 CEMEX		Bidder No. 3 SWP		Engineer's Cost Estimate	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Remove Existing Asphalt (Any thickness)	6421	SY	\$ 3.00	\$ 19,263.00	\$ 3.30	\$ 21,189.30	\$ 1.50	\$ 9,631.50	\$ 3.00	\$ 19,263.00
2	Remove Existing Concrete Curb (Any Type)	1201	LF	\$ 2.00	\$ 2,402.00	\$ 2.80	\$ 3,362.80	\$ 3.00	\$ 3,603.00	\$ 3.00	\$ 3,603.00
3	Remove Sidewalk, Driveway, and Slab (Flat Work)	890	SY	\$ 3.00	\$ 2,670.00	\$ 7.20	\$ 6,408.00	\$ 8.50	\$ 7,565.00	\$ 9.00	\$ 8,010.00
4	Remove Existing Storm Drain Concrete Inlet Structure and Pipe	2	EA	\$ 420.00	\$ 840.00	\$ 1,400.00	\$ 2,800.00	\$ 1,080.00	\$ 2,160.00	\$ 500.00	\$ 1,000.00
5	Remove Existing PVC Sewermain (Any Size)	60	LF	\$ 51.00	\$ 3,060.00	\$ 34.00	\$ 2,040.00	\$ 36.50	\$ 2,190.00	\$ 8.00	\$ 480.00
6	Asphalt Pavement Section No. 1 (3" AC / 8" ABC)	6421	SY	\$ 28.00	\$ 179,788.00	\$ 31.00	\$ 199,051.00	\$ 33.50	\$ 215,103.50	\$ 28.00	\$ 179,788.00
7	Grading for Pavement	6421	SY	\$ 3.00	\$ 19,263.00	\$ 3.30	\$ 21,189.30	\$ 6.50	\$ 41,736.50	\$ 5.00	\$ 32,105.00
8	Rolled Curb and Gutter / 4" ABC (City of Yuma Std 3-140)	1176	LF	\$ 22.00	\$ 25,872.00	\$ 17.50	\$ 20,580.00	\$ 25.00	\$ 29,400.00	\$ 13.00	\$ 15,288.00
9	Concrete Sidewalk / 4" ABC (City of Yuma Std 3-270)	5132	SF	\$ 4.00	\$ 20,528.00	\$ 4.20	\$ 21,554.40	\$ 7.00	\$ 35,924.00	\$ 4.50	\$ 23,094.00
10	Roadway Over Excavation (Top 12" of Subgrade) / Geogrid	333	CY	\$ 80.00	\$ 26,640.00	\$ 39.50	\$ 13,153.50	\$ 75.00	\$ 24,975.00	\$ 60.00	\$ 19,980.00
11	Driveway and Parkway (T=6")	303	SF	\$ 11.00	\$ 3,333.00	\$ 7.00	\$ 2,121.00	\$ 10.00	\$ 3,030.00	\$ 6.00	\$ 1,818.00
12	Sidewalk Ramp (City of Yuma Std 3-280, Modified to Rolled Curb)	749	SF	\$ 6.00	\$ 4,494.00	\$ 10.00	\$ 7,490.00	\$ 11.00	\$ 8,239.00	\$ 6.00	\$ 4,494.00
13	Cross Gutter (City of Yuma Std 3-170)	1972	SF	\$ 9.00	\$ 17,748.00	\$ 10.00	\$ 19,720.00	\$ 13.00	\$ 25,636.00	\$ 8.00	\$ 15,776.00
14	Repair Existing Sewer Manhole (Base and Shaft Lining)	1	LS	\$ 15,435.00	\$ 15,435.00	\$ 23,700.00	\$ 23,700.00	\$ 5,100.00	\$ 5,100.00	\$ 1,000.00	\$ 1,000.00
15	15" Diameter SDR-35 PVC Sewer Line	60	LF	\$ 72.00	\$ 4,320.00	\$ 340.00	\$ 20,400.00	\$ 365.00	\$ 21,900.00	\$ 100.00	\$ 6,000.00
16	4" Diameter C-905 Sewer Service / Connect to Existing Sewer Service at the Right-of-way line (City of Yuma Std 5-021)	1	EA	\$ 1,860.00	\$ 1,860.00	\$ 3,400.00	\$ 3,400.00	\$ 3,650.00	\$ 3,650.00	\$ 2,000.00	\$ 2,000.00
17	Adjust Ex Manhole with new Frame & Cover (City of Yuma Std 5-029 and 5-040)	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 1,200.00	\$ 4,800.00	\$ 950.00	\$ 3,800.00	\$ 900.00	\$ 3,600.00
18	Adjust Ex Sewer Cleanout with new Manhole Frame & Cover (City of Yuma Std 5-029 and 5-040)	2	EA	\$ 750.00	\$ 1,500.00	\$ 1,200.00	\$ 2,400.00	\$ 950.00	\$ 1,900.00	\$ 700.00	\$ 1,400.00
19	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-210)	9	EA	\$ 550.00	\$ 4,950.00	\$ 410.00	\$ 3,690.00	\$ 375.00	\$ 3,375.00	\$ 375.00	\$ 3,375.00
20	24" Diameter, CL III, D-1350, R.G.R.C.P.	92	LF	\$ 172.00	\$ 15,824.00	\$ 150.00	\$ 13,800.00	\$ 160.00	\$ 14,720.00	\$ 70.00	\$ 6,440.00
21	Storm Drain Inlet Headwall (Detail 1, Sheet D-2)	2	EA	\$ 8,800.00	\$ 17,600.00	\$ 6,600.00	\$ 13,200.00	\$ 14,450.00	\$ 28,900.00	\$ 10,000.00	\$ 20,000.00
22	Storm Drain Outlet Headwall (Detail 3, Sheet D-2)	2	EA	\$ 6,000.00	\$ 12,000.00	\$ 3,300.00	\$ 6,600.00	\$ 5,400.00	\$ 10,800.00	\$ 5,500.00	\$ 11,000.00
23	Storm Drain Spillway Depressed Sidewalk (Detail 1, Sheet D-2)	171	SF	\$ 10.00	\$ 1,710.00	\$ 7.00	\$ 1,197.00	\$ 10.00	\$ 1,710.00	\$ 8.00	\$ 1,368.00
24	Survey Monument (City of Yuma Std 4-080)	4	EA	\$ 125.00	\$ 500.00	\$ 265.00	\$ 1,060.00	\$ 275.00	\$ 1,100.00	\$ 350.00	\$ 1,400.00
25	Mobilization	1	LS	\$ 9,700.00	\$ 9,700.00	\$ 6,000.00	\$ 6,000.00	\$ 12,200.00	\$ 12,200.00	\$ 10,000.00	\$ 10,000.00
26	Storm Water Pollution Prevention Plan	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,900.00	\$ 5,900.00	\$ 6,000.00	\$ 6,000.00
27	Maintenance and Protection of Traffic	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,800.00	\$ 9,800.00	\$ 8,500.00	\$ 8,500.00
28	Construction Staking	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 13,000.00	\$ 13,000.00	\$ 17,400.00	\$ 17,400.00	\$ 13,544.18	\$ 13,544.18
<b>TOTAL =</b>				<b>\$460,300.00</b>	<b>\$469,906.30</b>	<b>\$551,448.50</b>	<b>\$420,326.18</b>				
5%				<b>\$23,015.00</b>	<b>\$23,495.32</b>	<b>\$27,572.43</b>	<b>\$21,016.31</b>				
<b>TOTAL</b>				<b>\$483,315.00</b>	<b>\$493,401.62</b>	<b>\$579,020.93</b>	<b>\$441,342.49</b>				

Comments:  
Bids received by Bidders 1, 2, and 3 did not present any arithmetic errors. Bidder 1 (DPE) is the lowest responsive bidder.

# CONTRACT

For the Construction of

**City of San Luis  
International Plaza I Improvements Project  
(CDBG Contract # 136-18)**

**THIS AGREEMENT**, made and entered into this 14<sup>th</sup> day of November, 2018, by and between \_\_\_\_\_ DPE Construction, Inc. (CONTRACTOR) of the City of Yuma, County of Yuma, and State of Arizona, party of the first part, hereinafter designated the CONTRACTOR, and the City of San Luis, Arizona, party of the second part, hereinafter designated the OWNER. The CONTRACTOR and the OWNER may be referred to singularly as the "Party" and collectively as the "Parties."

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

**ARTICLE I -- SCOPE OF WORK:** The CONTRACTOR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **City of San Luis International Plaza I Improvements (CDBG Contract # 136-18)** and to completely and totally construct the same and install the materials therein for the OWNER, in a good and workmanlike and substantial manner and to the satisfaction of the OWNER through its engineers ("ENGINEER") and under the direction and supervision of the ENGINEER, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specification prepared by the ENGINEER for the OWNER, and with such modifications of the same and other documents that may be made by the OWNER through the ENGINEER or his properly authorized agents, as provided herein.

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

**ARTICLE III - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable under A.R.S. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The CONTRACTOR or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the AGREEMENT and may result in the

termination of the AGREEMENT by OWNER. OWNER retains the legal right to randomly inspect the papers and records of the CONTRACTOR and its subcontractors who work on the AGREEMENT to ensure that the CONTRACTOR and its subcontractors are complying with the above-mentioned warranty. The CONTRACTOR and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by the OWNER and to cooperate with the OWNER's inspection.

**ARTICLE IV – CERTIFICATION:** Pursuant to A.R.S. § 35-393.01, CONTRACTOR hereby certifies that it does not participate, and agrees not to participate in during the term of this AGREEMENT a boycott of Israel.

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

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

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

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

**ARTICLE IX – COMPLIANCE WITH THE LAW:** The CONTRACTOR hereby agrees to comply with all federal, state, and local laws, rules and regulation including, but not limited to obtaining a San Luis Business License on or before the effective date of this AGREEMENT.

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**ARTICLE X – MISCELLANEOUS PROVISIONS:**

10.01 Notices. All notices to be given under this AGREEMENT, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested,
- personal delivery by process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

If to the OWNER -

City Manager  
City of San Luis  
P.O. Box 1170 (by United States Postal Service)  
1090 East Union Street (by personal process or courier)  
San Luis, Arizona 85349-1170

Copy to

Jenny Torres, Economic Development Manager and  
San Luis City Attorney  
Both at the same address above.

If to the CONTRACTOR Donald R. Peterson, President  
DPE Construction, Inc.  
1636-A East 20th Street  
Yuma, Arizona 85365-2521

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.

10.02 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.

10.03 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 the provisions of this AGREEMENT.

10.04 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.

10.05 Amendment of the AGREEMENT. No change or additions are to be made to this AGREEMENT except by written amendment executed by the Parties.

10.06 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.

10.07 Reformation. 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 of this AGREEMENT.

10.08 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this AGREEMENT.

10.09 Venue. The Parties agree that venue for any action commenced in connection with this AGREEMENT shall be proper only in a court of competent jurisdiction in Yuma County, Arizona or in the United State District Court for the District of Arizona at the election of the plaintiff in such legal action and the Parties waive any right to object to such venue. 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.

10.10 Attorney's Fees and Costs. In the event any Party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other 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.

10.11 No Third-Party Beneficiaries. There are no third-party beneficiaries to this AGREEMENT, and no person or entity not a Party shall have any right or cause of action under this AGREEMENT.

10.12 No Agency Created. It is not intended by this AGREEMENT to, and nothing contained in this AGREEMENT shall create any agency, partnership, joint venture or other similar arrangement between the Parties.

10.12 No Personal Liability. No member, official or employee of the OWNER shall be personally liable to the CONTRACTOR, or any successor or assignee, (a) if any default

occurs or breach by the OWNER, (b) for any amount which may become due to the CONTRACTOR or its successor or assign, or (c) under any obligation of the OWNER under this AGREEMENT. Notwithstanding anything contained in this AGREEMENT to the contrary, the liability of the CONTRACTOR under this AGREEMENT shall be limited solely to the assets of CONTRACTOR and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of the CONTRACTOR; (ii) the shareholders, members or managers or constituent partners of the CONTRACTOR; or (iii) officers of the CONTRACTOR.

10.13 Survival. All representations and warranties of the CONTRACTOR, CONTRACTOR's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of this AGREEMENT.

10.14 Time is of the essence. Time is of the essence in this AGREEMENT and CONTRACTOR agrees to use the utmost diligence and dispatch to speedily have all the work specified in this AGREEMENT entirely completed on or before the completion date. Unless otherwise specifically provided in this AGREEMENT, any consent to delay in the performance of the CONTRACTOR 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.

10.15 Further Acts. Each of the Parties 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 AGREEMENT.

10.16 Force Majeure. If the CONTRACTOR or the OWNER are prevented or materially restricted from performing any of their obligations under this AGREEMENT by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.

10.17 Entire Agreement. This AGREEMENT, including the documents, which are incorporated by reference, constitutes the entire AGREEMENT between the Parties. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this AGREEMENT.

10.18 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.

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

The CONTRACTOR agrees that this AGREEMENT, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount[s], as bid in the PROPOSAL. The OWNER shall pay to the CONTRACTOR, as full consideration for the faithful performance of the AGREEMENT, subject to any additions or deductions as provided in the Project documents, the sum of Dollars (\$ 483,315.00 ).

This \_\_\_\_ day of \_\_\_\_\_, 2018

DPE Construction, Inc.  
CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Witness [If CONTRACTOR is an individual] [Date]

\_\_\_\_\_  
Name and Title

This \_\_\_\_ day of \_\_\_\_\_, 2018

**City of San Luis**  
OWNER,

\_\_\_\_\_  
Tadeo A. De La Hoya, City Manager

ATTEST:

\_\_\_\_\_  
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kay Marion Macuil, City Attorney



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

5.D.

**Meeting Date:** 11/14/2018

**Department Head:** Jenny Torres, Economic Development Manager, Administration, Economic Development

**Submitted By:** Dania Castillo, Economic Development Assistant, Administration, Economic Development

**Action Requested:** Motion

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### ITEM:

Discussion and possible action on any and all matters regarding the award of a construction contract to CEMEX Construction Materials South, LLC. for Merrill Avenue Improvements Phase II (Rio Sonora and San Felipe) (CDBG Contract #114-18). **(Jenny Torres, Economic Development Manager)**

### SUMMARY:

The City of San Luis intends to award CEMEX Construction Materials South, LLC. a construction contract for Merrill Avenue Improvements Phase II (Rio Sonora and San Felipe) (Community Development Block Grant Contract #114-18) in the amount of \$286,569.39. The contractor was selected competitively by sealed bids and was the lowest bidder determined to be qualified and capable of performing the contract.

The project grant funds are insufficient to cover the cost of the construction and will require additional funding to complete the project. Staff is requesting council's authorization to use up to \$70,000.00 from bond funds GL account 310-311-90015.350 to pay for the sewer portion of the project and authorize staff to use up to \$130,000.00 from the HURF budget.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO AWARD THE MERRILL AVENUE IMPROVEMENTS PHASE II CONTRACT TO CEMEX CONSTRUCTION MATERIALS SOUTH, LLC AND APPROVE FUNDING THE CONTRACT FROM THE CDBG, UP TO \$70,000.00 FROM THE WASTEWATER INFRASTRUCTURE BONDS FOR THE WASTEWATER PORTION OF THE CONSTRUCTION, AND UP TO \$130,000.00 FROM HURF.**

N/A

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City/State
<b>TOTAL:</b>	\$286,569.39
<b>BUDGETED AMOUNT:</b>	\$132,453.34
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** 255-210-90015.219/CIPMerrill  
Ave Improvements Phase  
II/\$82,453.34  
255-210-90010.218 \$50,000

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

Project will be funded by CDBG Contract #114-18 from the Arizona Department of Housing and City funds.

The project grant funds are insufficient to cover the cost of the construction and will require additional funding to complete the project. Staff is requesting council's authorization to use up to \$70,000.00 from bond funds GL account 310-311-90015.350 to pay for the sewer portion of the project and authorize staff to use up to \$130,000.00 from the HURF budget.

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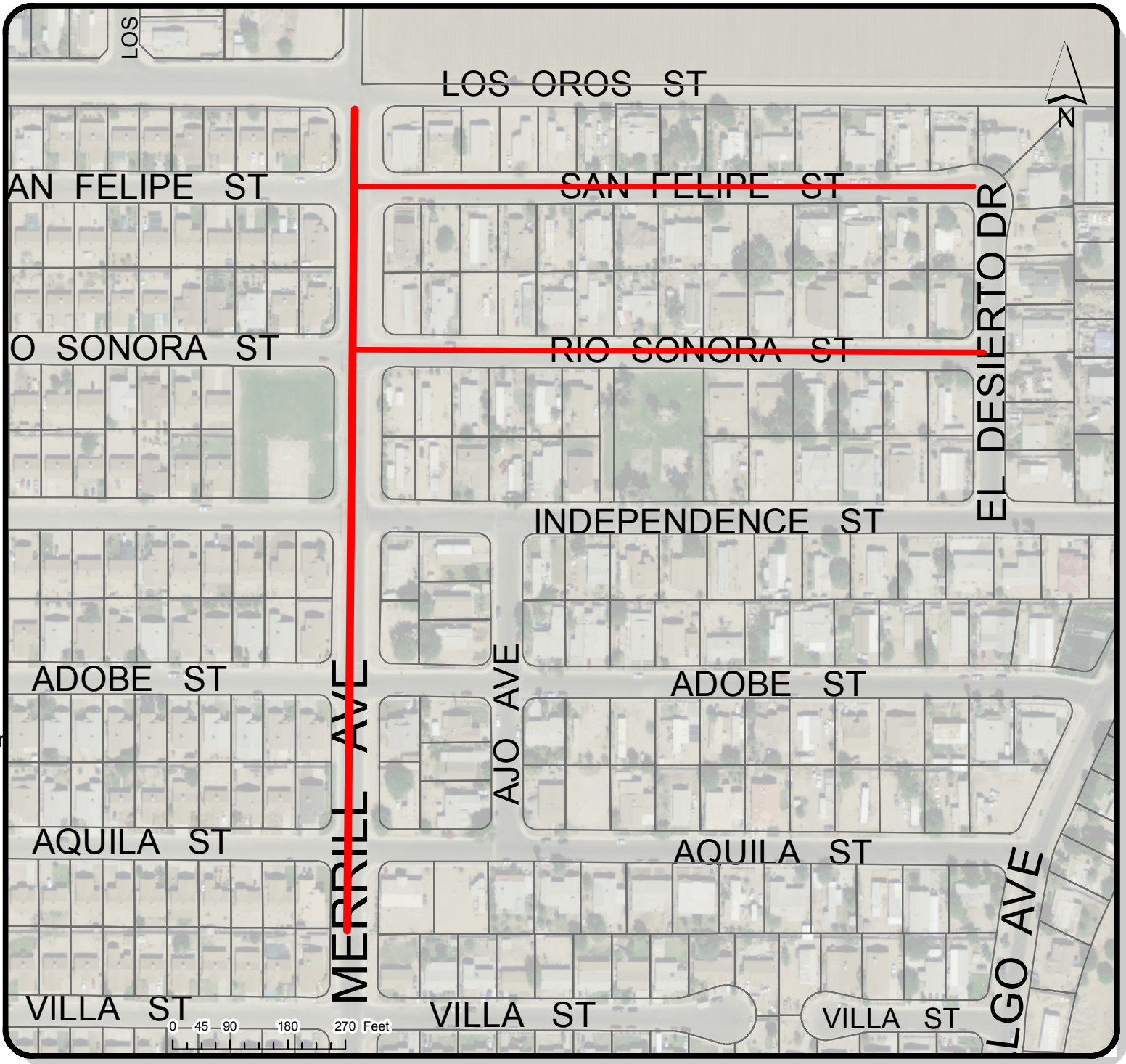
**Attachments**

Map

Bid Evaluation

Construction Contract

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## Location Map

—— **Areas of Interest**

**Date:**  
4/4/2017

**Checked By:**



**Prepared By:**

**APPROVED BY:**

**Case No.:**

CITY OF SAN LUIS  
MERRILL AVENUE IMPROVEMENTS - PHASE 2  
(CDBG CONTRACT # 114-18)

Original Bid Vs Combined Roadway and Underground Project Costs

Bid No.	Description	DPE Construction Inc.				CEMEX				Original Bid vs Combined Rdway and U/G Projects								
		Revised Bid		Original Bid Received 6/13/2018		Re-Bid (underground)		Rdway and U/G Combined qty	Rdway and U/G Combined Cost	Qty Difference between Combined to Original Bid	Cost Difference between Combined to Original Bid	cost difference						
		Estimated Quantities	Unit	Unit Cost	Total Cost	Estimated Quantities	Unit	Unit Cost	Total Cost	Estimated Quantities	Unit	Unit Cost	Total Cost					
1	Remove Existing Asphalt (Any thickness)	6587	SY	\$2.00	\$ 13,174.00	7946	SY	\$2.00	\$ 15,892.00	1948	SY	\$3.30	\$ 6,428.40	8535	\$ 19,602.40	589	\$ 3,710.40	more
2	Remove Existing Concrete Curb (Any Type)	108	LF	\$5.00	\$ 540.00	684	LF	\$5.00	\$ 3,420.00	576	LF	\$2.75	\$ 1,584.00	684	\$ 2,124.00	0	\$ (1,296.00)	less
3	Remove Sidewalk, Driveway, and Slab (Flat Work)	293	SY	\$5.00	\$ 1,465.00	583	SY	\$5.00	\$ 2,915.00	290	SY	\$7.25	\$ 2,102.50	583	\$ 3,567.50	0	\$ 652.50	more
4	Remove Existing 18" Dia. Irrigation/Stormdrain PVC Pipe	0	LF	\$100.00	\$ -	10	LF	\$100.00	\$ 1,000.00	10	LF	\$12.50	\$ 125.00	10	\$ 125.00	0	\$ (875.00)	less
5	Remove Existing 8" Dia. Sewermain	0	LF	\$25.00	\$ -	215	LF	\$25.00	\$ 5,375.00	215	LF	\$12.50	\$ 2,687.50	215	\$ 2,687.50	0	\$ (2,687.50)	less
6	Remove Existing Gate Valve	0	EA	\$200.00	\$ -	1	EA	\$200.00	\$ 200.00	1	EA	\$250.00	\$ 250.00	1	\$ 250.00	0	\$ 50.00	more
7	Remove Existing Sewer Manhole	0	EA	\$2,500.00	\$ -	1	EA	\$2,500.00	\$ 2,500.00	1	EA	\$600.00	\$ 600.00	1	\$ 600.00	0	\$ (1,900.00)	less
8	Remove Existing 6" Watermain	0	LF	\$80.00	\$ -	10	LF	\$80.00	\$ 800.00	10	LF	\$12.50	\$ 125.00	10	\$ 125.00	0	\$ (675.00)	less
9	Pavement Structural Section No. 1 (3" AC / 8" ABC)	5198	SY	\$28.00	\$ 145,544.00	6695	SY	\$28.00	\$ 187,460.00	1497	SY	\$31.00	\$ 46,407.00	6695	\$ 191,951.00	0	\$ 4,491.00	more
10	Pavement Structural Section No. 2 (3" AC / EX. ABC)	1389	SY	\$19.50	\$ 27,085.50	1251	SY	\$19.50	\$ 24,394.50	451	SY	\$19.00	\$ 8,569.00	1840	\$ 35,654.50	589	\$ 11,260.00	more
11	Grading for Pavement	6587	SY	\$3.00	\$ 19,761.00	7946	SY	\$3.00	\$ 23,838.00	1948	SY	\$3.30	\$ 6,428.40	8535	\$ 26,189.40	589	\$ 2,351.40	more
12	Roadway Over Excavation (Top 12" of Subgrade) / Geogrid	0	CY	\$42.00	\$ -	304	CY	\$42.00	\$ 12,768.00	304	CY	\$39.50	\$ 12,008.00	304	\$ 12,008.00	0	\$ (760.00)	less
13	Rolled Curb and Gutter / 4" ABC (City of Yuma Std 3-140)	5	LF	\$11.25	\$ 56.25	512	LF	\$11.25	\$ 5,760.00	507	LF	\$17.50	\$ 8,872.50	512	\$ 8,928.75	0	\$ 3,168.75	more
14	Vertical Curb and Gutter / 4" ABC (City of Yuma Std 3-120)	103	LF	\$60.00	\$ 6,180.00	103	LF	\$60.00	\$ 6,180.00	0	LF	\$ -	\$ -	103	\$ 6,180.00	0	\$ -	
15	Concrete Sidewalk / 4" ABC (City of Yuma Std 3-270)	700	SF	\$10.00	\$ 7,000.00	700	SF	\$10.00	\$ 7,000.00	0	SF	\$ -	\$ -	700	\$ 7,000.00	0	\$ -	
16	Driveway and Parkway (T=6")	0	SF	\$8.00	\$ -	2029	SF	\$8.00	\$ 16,232.00	2029	SF	\$6.60	\$ 13,391.40	2029	\$ 13,391.40	0	\$ (2,840.60)	less
17	Sidewalk Ramp (City of Yuma Std 3-280)	363	SF	\$15.00	\$ 5,445.00	363	SF	\$15.00	\$ 5,445.00	0	SF	\$ -	\$ -	363	\$ 5,445.00	0	\$ -	
18	Cross Gutter (City of Yuma Std 3-170)	1550	SF	\$7.25	\$ 11,237.50	2074	SF	\$7.25	\$ 15,036.50	524	SF	\$9.90	\$ 5,187.60	2074	\$ 16,425.10	0	\$ 1,388.60	more
19	4" Diameter Sanitary Sewer Polymer Manhole (City of Yuma Std 5-029)	0	EA	\$18,400.00	\$ -	1	EA	\$18,400.00	\$ 18,400.00	1	EA	\$9,000.00	\$ 9,000.00	1	\$ 9,000.00	0	\$ (9,400.00)	less
20	8" Diameter SDR-35 PVC Sewer Line	0	LF	\$120.00	\$ -	215	LF	\$120.00	\$ 25,800.00	215	LF	\$76.90	\$ 16,533.50	215	\$ 16,533.50	0	\$ (9,266.50)	less
21	4" Diameter SDR-35 Sewer Service / Connect to Existing Sewer Service at the Right-of-way line (City of Yuma Std 5-021)	0	EA	\$3,100.00	\$ -	4	EA	\$3,100.00	\$ 12,400.00	4	EA	\$2,500.00	\$ 10,000.00	4	\$ 10,000.00	0	\$ (2,400.00)	less
22	4" Diameter C-900 Sewer Service / Connect to Existing Sewer Service at the Right-of-way line (City of Yuma Std 5-021)	0	EA	\$3,400.00	\$ -	4	EA	\$3,400.00	\$ 13,600.00	4	EA	\$3,125.00	\$ 12,500.00	4	\$ 12,500.00	0	\$ (1,100.00)	less
23	Adjust Existing Sewer Service Lateral for Stormdrain Construction	0	EA	\$3,200.00	\$ -	4	EA	\$3,200.00	\$ 12,800.00	4	EA	\$1,875.00	\$ 7,500.00	4	\$ 7,500.00	0	\$ (5,300.00)	less
24	12" Gate Valve	0	EA	\$3,200.00	\$ -	1	EA	\$3,200.00	\$ 3,200.00	1	EA	\$2,750.00	\$ 2,750.00	1	\$ 2,750.00	0	\$ (450.00)	less
25	18" Gate Valve	0	EA	\$17,475.00	\$ -	1	EA	\$17,475.00	\$ 17,475.00	1	EA	\$15,937.50	\$ 15,937.50	1	\$ 15,937.50	0	\$ (1,537.50)	less
26	18"x12"x18" Ductile Iron Pipe Tee With Thrust Block	0	EA	\$3,400.00	\$ -	1	EA	\$3,400.00	\$ 3,400.00	1	EA	\$4,812.50	\$ 4,812.50	1	\$ 4,812.50	0	\$ 1,412.50	more
27	18" Dia. Transition Coupling	0	EA	\$8,180.00	\$ -	2	EA	\$8,180.00	\$ 16,360.00	2	EA	\$1,562.50	\$ 3,125.00	2	\$ 3,125.00	0	\$ (13,235.00)	less
28	12" Diameter SDR-35 PVC Stormdrain	0	LF	\$42.00	\$ -	372	LF	\$42.00	\$ 15,624.00	372	LF	\$60.94	\$ 22,669.68	372	\$ 22,669.68	0	\$ 7,045.68	more
29	4" Diameter Stormwater Manhole (City of Yuma Std 5-029)	0	EA	\$8,300.00	\$ -	1	EA	\$8,300.00	\$ 8,300.00	1	EA	\$4,375.00	\$ 4,375.00	1	\$ 4,375.00	0	\$ (3,925.00)	less
30	6" Gate Valve With Anchor (City of Yuma Std 5-110)	0	EA	\$2,600.00	\$ -	1	EA	\$2,600.00	\$ 2,600.00	1	EA	\$1,618.75	\$ 1,618.75	1	\$ 1,618.75	0	\$ (981.25)	less
31	6" C900 Class 235 PVC Waterline	0	LF	\$90.00	\$ -	26	LF	\$90.00	\$ 2,340.00	26	LF	\$60.00	\$ 1,560.00	26	\$ 1,560.00	0	\$ (780.00)	less
32	6" - 45 Degree Bend With Thrust Block (City of Yuma Std 5-090, 5-100)	0	EA	\$575.00	\$ -	4	EA	\$575.00	\$ 2,300.00	4	EA	\$956.25	\$ 3,825.00	4	\$ 3,825.00	0	\$ 1,525.00	more
33	6" Fire Hydrant Service Line and Gate Valve (City of Yuma Std 5-120)	0	EA	\$2,275.00	\$ -	1	EA	\$2,275.00	\$ 2,275.00	1	EA	\$5,125.00	\$ 5,125.00	1	\$ 5,125.00	0	\$ 2,850.00	more
34	Adjust Ex Sewer Manhole with new Frame & Cover (City of Yuma Std 5-044)	2	EA	\$1,150.00	\$ 2,300.00	4	EA	\$1,150.00	\$ 4,600.00	1	EA	\$1,037.50	\$ 1,037.50	3	\$ 3,337.50	-1	\$ (1,262.50)	less
35	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-210)	16	EA	\$350.00	\$ 5,600.00	17	EA	\$350.00	\$ 5,950.00	1	EA	\$337.50	\$ 337.50	17	\$ 5,937.50	0	\$ (12.50)	less
36	Adjust Water Meter Box (City of Yuma Std 5-149), City furnished Water Meter Box	0	EA	\$550.00	\$ -	2	EA	\$550.00	\$ 1,100.00	2	EA	\$225.00	\$ 450.00	2	\$ 450.00	0	\$ (650.00)	less
37	Adjust Existing Wrought Iron Slide/Swing Gate to Finished Grade	0	EA	\$1,400.00	\$ -	1	EA	\$1,400.00	\$ 1,400.00	1	EA	\$1,000.00	\$ 1,000.00	1	\$ 1,000.00	0	\$ (400.00)	less
38	Survey Monument (City of Yuma Std 4-080)	5	EA	\$640.00	\$ 3,200.00	5	EA	\$640.00	\$ 3,200.00	0	EA	\$0.00	\$ -	5	\$ 3,200.00	0	\$ -	
		Subtotal Bid Items 1-38				Subtotal Bid Items 1-38				Subtotal Bid Items 1-38								
		\$248,588.25				\$509,340.00				\$238,923.23				\$487,511.48				
														-\$21,828.52				
39	Mobilization	1	LS	\$5,500.00	\$ 5,500.00	1	LS	\$8,800.00	\$ 8,800.00	1	LS	\$8,000.00	\$ 8,000.00	1	\$ 13,500.00	0	\$ 4,700.00	more
40	Storm Water Pollution Prevention Plan	1	LS	\$3,800.00	\$ 3,800.00	1	LS	\$5,430.00	\$ 5,430.00	1	LS	\$3,500.00	\$ 3,500.00	1	\$ 7,300.00	0	\$ 1,870.00	more
41	Maintenance and Protection of Traffic	1	LS	\$10,300.00	\$ 10,300.00	1	LS	\$13,200.00	\$ 13,200.00	1	LS	\$15,000.00	\$ 15,000.00	1	\$ 25,300.00	0	\$ 12,100.00	more
42	Construction Staking	1	LS	\$9,560.00	\$ 9,560.00	1	LS	\$13,780.00	\$ 13,780.00	1	LS	\$7,500.00	\$ 7,500.00	1	\$ 17,060.00	0	\$ 3,280.00	more
		Subtotal Bid Items 39-42				Subtotal Bid Items 39-42				Subtotal Bid Items 39-42								
		\$29,160.00				\$41,210.00				\$34,000.00				\$63,160.00				
														\$21,950.00				
<b>SUBTOTAL</b>		<b>\$277,748.25</b>				<b>\$550,550.00</b>				<b>\$272,923.23</b>				<b>\$550,671.48</b>				
<b>5% CONTINGENCY</b>		<b>\$13,887.41</b>				<b>\$27,527.50</b>				<b>\$13,646.16</b>				<b>\$27,533.57</b>				
<b>PROJECT TOTAL</b>		<b>\$291,635.66</b>				<b>\$578,077.50</b>				<b>\$286,569.39</b>				<b>\$578,205.05</b>				
														<b>\$121.48</b>				
														<b>\$6.07</b>				
														<b>\$127.55</b>				

Notes: It cost more to rebid the project, however an additional 589 SY of pavement will be replaced for about the same total cost.

# CONTRACT

For the Construction of

**City of San Luis  
Merrill Avenue Improvements Project Phase II (Rio Sonora and San Felipe)  
(CDBG Contract # 114-18)**

**THIS AGREEMENT**, made and entered into this 14<sup>th</sup> day of November, 2018, by and between CEMEX Construction Materials South, L.L.C. (CONTRACTOR) of the City of San Luis, County of Yuma, and State of Arizona, party of the first part, hereinafter designated the CONTRACTOR, and the City of San Luis, Arizona, party of the second part, hereinafter designated the OWNER. The CONTRACTOR and the OWNER may be referred to singularly as the "Party" and collectively as the "Parties."

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

**ARTICLE I -- SCOPE OF WORK:** The CONTRACTOR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of **City of San Luis Merrill Avenue Improvements (Rio Sonora and San Felipe) (CDBG Contract # 114-18)** and to completely and totally construct the same and install the materials therein for the OWNER, in a good and workmanlike and substantial manner and to the satisfaction of the OWNER through its engineers ("ENGINEER") and under the direction and supervision of the ENGINEER, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specification prepared by the engineers for the OWNER, and with such modifications of the same and other documents that may be made by the OWNER through the ENGINEER or his properly authorized agents, as provided herein.

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

**ARTICLE III - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable under A.R.S. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The CONTRACTOR or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the AGREEMENT and may result in the

termination of the Agreement by Owner. Owner retains the legal right to randomly inspect the papers and records of the CONTRACTOR and its subcontractors who work on the Agreement to ensure that the CONTRACTOR and its subcontractors are complying with the above-mentioned warranty. The CONTRACTOR and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Owner and to cooperate with Owner's inspection.

**ARTICLE IV – CERTIFICATION:** Pursuant to A.R.S. § 35-393.01, CONTRACTOR hereby certifies that it does not participate, and agrees not to participate in during the term of this AGREEMENT a boycott of Israel.

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

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

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

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

**ARTICLE IX – COMPLIANCE WITH THE LAW:** The CONTRACTOR hereby agrees to comply with all federal, state, and local laws, rules and regulation including, but not limited to obtaining a San Luis Business License on or before the effective date of this AGREEMENT.

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**ARTICLE X – MISCELLANEOUS PROVISIONS:**

10.01 Notices. All notices to be given under this AGREEMENT, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested,
- personal delivery by process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

If to the OWNER -

City Manager  
City of San Luis  
P.O. Box 1170 (by United States Postal Service)  
1090 East Union Street (by personal process or courier)  
San Luis, Arizona 85349-1170

Copy to

Jenny Torres, Economic Development Manager and  
San Luis City Attorney  
Both at the same address above.

If to the CONTRACTOR

David J. Shippet  
CEMEX Construction Materials South, LLC  
2088 E. 20th Street (by personal process or courier)  
Yuma, Arizona 85365

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.

10.02 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.

10.03 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 the provisions of this AGREEMENT.

10.04 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.

10.05 Amendment of the AGREEMENT. No change or additions are to be made to this AGREEMENT except by written amendment executed by the Parties.

10.06 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.

10.07 Reformation. 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 of this AGREEMENT.

10.08 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this AGREEMENT.

10.09 Venue. The Parties agree that venue for any action commenced in connection with this AGREEMENT shall be proper only in a court of competent jurisdiction in Yuma County, Arizona or in the United State District Court for the District of Arizona at the election of the plaintiff in such legal action and the Parties waive any right to object to such venue. 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.

10.10 Attorney's Fees and Costs. In the event any Party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other 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.

10.11 No Third-Party Beneficiaries. There are no third-party beneficiaries to this AGREEMENT, and no person or entity not a Party shall have any right or cause of action under this AGREEMENT.

10.12 No Agency Created. It is not intended by this AGREEMENT to, and nothing contained in this AGREEMENT shall create any agency, partnership, joint venture or other similar arrangement between the Parties.

10.12 No Personal Liability. No member, official or employee of the OWNER shall be personally liable to the CONTRACTOR, or any successor or assignee, (a) if any default

occurs or breach by the OWNER, (b) for any amount which may become due to the CONTRACTOR or its successor or assign, or (c) under any obligation of the OWNER under this AGREEMENT. Notwithstanding anything contained in this AGREEMENT to the contrary, the liability of the CONTRACTOR under this AGREEMENT shall be limited solely to the assets of CONTRACTOR and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of the CONTRACTOR; (ii) the shareholders, members or managers or constituent partners of the CONTRACTOR; or (iii) officers of the CONTRACTOR.

10.13 Survival. All representations and warranties of the CONTRACTOR, CONTRACTOR's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of this AGREEMENT.

10.14 Time is of the essence. Time is of the essence in this AGREEMENT and CONTRACTOR agrees to use the utmost diligence and dispatch to speedily have all the work specified in this AGREEMENT entirely completed on or before the completion date. Unless otherwise specifically provided in this AGREEMENT, any consent to delay in the performance of the CONTRACTOR 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.

10.15 Further Acts. Each of the Parties 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 AGREEMENT.

10.16 Force Majeure. If the CONTRACTOR or the OWNER are prevented or materially restricted from performing any of their obligations under this AGREEMENT by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.

10.17 Entire Agreement. This AGREEMENT, including the documents, which are incorporated by reference, constitutes the entire AGREEMENT between the Parties. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this AGREEMENT.

10.18 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.

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

The CONTRACTOR agrees that this CONTRACT, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount[s], as bid in the PROPOSAL. The OWNER shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of Dollars (\$ 286,569.39).

This \_\_\_\_ day of \_\_\_\_\_, 2018

CEMEX Construction Materials South, L.L.C.  
CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Witness [If CONTRACTOR is an individual] [Date]

\_\_\_\_\_  
Name and Title

This \_\_\_\_ day of \_\_\_\_\_, 2018

**City of San Luis**  
**Owner,**

\_\_\_\_\_  
Tadeo A. De La Hoya, City Manager

ATTEST:

\_\_\_\_\_  
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kay Marion Macuil, City Attorney



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6.A.

**Meeting Date:** 11/14/2018

**Department Head:** Eulogio Vera, Director of Public Works, Public Works Department

**Submitted By:** Liliana Evangelista, Administrative Coordinator, Public Works Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the purchase of two (2) 2019 Chevy Crew Cab 4x4 trucks with tow packages for the Water Division. **(Manuel Rojas, Assistant Director of Public Works)**

#### SUMMARY:

Two 2019 Chevrolet trucks, 4x4, for Water Division. Subject vehicles will replace a current vehicle and a new vehicle for Public Works Administration. The replacement unit will be assigned to the new Engineering Technician/Project Manager position. Public Works Administration recommends the purchase of subject vehicles as presented. Staff contacted Midway Chevrolet Nissan Isuzu Truck from Phoenix, Arizona with a total price of \$67,163.00. We also contacted Fisher Chevrolet in Yuma, Arizona and the local vendor provided a lower quote of \$66,811.80. Under San Luis City Code-Purchasing Section 36.01(H), City Council may waive formal purchasing procedures. Here as shown by the state contract the bidding process is not likely to result in a lower price. Staff requests waiver of the formal purchasing requirements and recommends the approval to purchase the vehicle. The vehicle was approved in the budget for Fiscal Year 2019.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PURCHASE OF TWO (2) CHEVY CREW CAB 4X4 TRUCKS WITH TOW PACKAGES FOR THE TOTAL PRICE OF \$67,163.00, AND I MOVE TO WAIVE FORMAL PURCHASING PROCEDURES FOR THE REASONS GIVEN BY STAFF.**

N/A

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	YES
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$66,811.80
<b>BUDGETED AMOUNT:</b>	\$70,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Capital Outlay-Equipment 300-302-90000/\$442,520.00

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

**FY19 approved purchase of two Chevy Trucks, for Water Division, total of \$66,811.80.**

**Water Division Capital Outlay - Equipment - 300-302-90000 - \$442,520.00**

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**Attachments**

Fisher Chevrolet Quote

Midway Chevrolet Quote

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From: Fisher Chevrolet

To: City of San Luis

Subj: TRUCK QUOTES

1. 2019 Chevy Colorado 2WT automatic 4 cyl

Your price \$25,000 minus \$2100 bid assist = \$22,900

Taxes and fees = \$24,841.35 out the door

2. 2019 Crew Cab 4x4 WT 5.3 Engine with tow pkg

Your price \$40,000 minus \$9200 bid assist = \$30,800

Taxes and fees = \$33,405.90 out the door.

Thomas Williams

Fleet & Commercial Sales Manager

Fisher Chevrolet  
775 East 32<sup>nd</sup> Street  
Yuma, AZ 85365  
(928) 726-5500

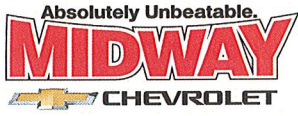
Fisher Dodge Chrysler Jeep  
349 East 32<sup>nd</sup> Street  
Yuma, AZ 85364  
(928) 344-2650

Fisher Collision Center  
3365 Chevy Lane  
Yuma, AZ 85365  
(928) 726-5500

Fisher HYUNDAI  
1125 East. 32<sup>nd</sup> Street  
Yuma, AZ 85365  
(928) 726-6970



[www.itsafisher.com](http://www.itsafisher.com)



## ARIZONA STATE CONTRACT VEHICLE QUOTE

STATE CONTRACT # ADSP017-166122

QUOTE SENT TO: Manuel San Luis

CONTRACT VEHICLE 2019 Chevrolet CK10543 CC Silverado PU

QUOTE DATE: 11/6/2019

CONTRACT PRICE PER ATTACHED SPECS \$ 28,718.00

Additional Options

L82	5.3 V-8	\$	1,269.45
ZLQ	WT Fleet Conv Pkg	\$	632.45
JL1	Brake Controller	\$	250.25
R9Y	Fleet Maint Credit	\$	(30.45)
Delivery	To Customer	\$	135.00

Sub Total \$ **30,974.70**

Sales Tax ( 8.3 %) \$ 2,570.90

City of Phx 2018 Tax \$ 30.90

Tire Tax \$ 5.00

Plates

Extended Warranty

**Capital Total Each Unit \$ 33,581.50**

Quoted By: Gregg Ball  
Midway Chevrolet Nissan Isuzu Truck  
2323 W. Bell Rd.  
Phoenix, Az. 85023  
[gball@vtaig.com](mailto:gball@vtaig.com)  
Cell 602-733-2251

Approximate Lead Time  
8-16 Weeks

Stock quotes subject to prior sale

Quotes good through Manufactures current year build dates. Please call with any questions or concerns.

Thanks for the opportunity!



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6.B.

**Meeting Date:** 11/14/2018

**Department Head:** Eulogio Vera, Director of Public Works, Public Works Department

**Submitted By:** Liliana Evangelista, Administrative Coordinator, Public Works Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the authorization to approve South Yuma County Landfill the city's landfill services for Fiscal Year 2018-2019 and ratification of the same.  
**(Manuel Rojas, Assistant Director of Public Works)**

#### SUMMARY:

Staff received a rate agreement from South Yuma County Landfill for the remainder of Fiscal Year 2018-2019. Public Works Department, recommends waiving formal procurement procedures as allowed under San Luis Purchasing Code Section 36.01(H). Waiving formal purchasing procedures is justified, due to other landfill sources being impractical because of longer travel time and distance, increased operational maintenance to our fleet, and increased fuel consumption. The current rate is competitive and is one of the lowest in the area. Staff also requests ratification to the rate agreement for landfill invoices paid from July 1, 2018 to the present and going forward.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO RATIFY AND APPROVE THE LANDFILL RATE AGREEMENT WITH SOUTH YUMA COUNTY LANDFILL FOR THE REASONS PRESENTED.**

N/A

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	YES
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$345,000.00
<b>BUDGETED AMOUNT:</b>	\$345,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Landfill Fees 320-321-80030/\$345,000.00

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

Landfill Fees GL Account #320-321-80030

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#### Attachments

Rate Agreement Letter

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SOUTH  
YUMA  
COUNTY  
LANDFILL

January 11, 2017

Tadeo A. De La Hoya  
City Manager  
City of San Luis  
1090 E. Union St.  
San Luis, Arizona 85349

Dear Mr. De La Hoya:

Thank you for your patronage at the South Yuma County Landfill. This World Class Landfill continues to be the spotlight of similar facilities throughout the Southwestern United States with increased volumes from many locations within Arizona. We are proud to state that the Arizona Department of Environmental Quality (ADEQ) has annually passed this site as an extraordinary example of sound environmental practices with no issues or violations.

We are also happy to report that we have permitted and are open for business for green waste and organics from your collections. We would be happy to provide you with reduced rates for these types of wastes that come in clean from your operations.



We have tried our best to keep your tonnage rates the lowest in the area. We have not increased the City's rates since 2011, with only the \$0.25 ADEQ tax added in 2015. Beginning June 1, 2017, we must increase your base rate to \$29.75 plus the ADEQ tax of \$0.25. We have experienced significant increased costs with labor, employee and liability insurance, and equipment these past several years. Your rate continues to be less than the published gate rate for the general public and will continue to be the lowest we offer our best customers.

Beginning June 1, 2017, please be advised that you will be invoiced \$29.75 per ton plus the ADEQ tax which is passed onto the State of Arizona.

Please let myself or our local staff know if we can be of any other service. As always, it's a pleasure being of service to the City of San Luis.

Respectfully

Dean A. Ruffridge,  
Senior Vice President

CC William Hunter  
Penny Guerra  
Kathy Vandal

P. O. Box 5437  
19536 S. Ave. 1E  
Yuma, AZ 85365

t: 928.341.9300  
f: 714.890.6347

southyumacountylandfill.com  
crrwasteservices.com

**DEAN A. RUFFRIDGE**  
SENIOR VICE PRESIDENT  
dean@crrmail.com

11292 Western Ave.  
Stanton, CA 90680  
P.O. Box 125  
Stanton  
CA 90680

t: 714.826.9049  
c: 949.412.8244  
f: 714.890.6347

crrwasteservices.com



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6.C.

**Meeting Date:** 11/14/2018

**Department Head:** Eulogio Vera, Director of Public Works, Public Works Department

**Submitted By:** Liliana Evangelista, Administrative Coordinator, Public Works Department

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the purchase approval of two (2) Portable Message Boards. **(Manuel Rojas, Assistant Director of Public Works)**

#### SUMMARY:

The message boards Model # MB8249 is solar powered, portable changeable message sign, capability of three (3) lines of alphanumeric 10" high text and graphics/animations, LED display, multiple fonts, powder coat paint system, and the display is 82" x 49" with hydraulic style trailer. It supports storage of up to 100 changeable messages and up to 260 predefined messages (text & graphics). The system comes standard with four (4) 6-volt batteries and 160 watts of solar. The purchase is under a GSA contract. One message board will be purchased by Water Division and another by Highway Users Division.

The subject purchase will be piggyback of CONTRACT #: GS-03F-0015Y, complying with the San Luis Purchasing Code Section 36.09, Cooperative Purchasing.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PURCHASE OF TWO (2) PORTABLE MESSAGE BOARDS IN THE TOTAL AMOUNT OF \$24,428.48 AS PRESENTED**

N/A

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$24,428.48
<b>BUDGETED AMOUNT:</b>	\$25,040.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	\$0.00
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Water Capital Outlay 300-302-90000/\$12,520.00
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	

**The subject purchase will be drafted from Water and HW Users Accounts, for a total of \$12,214.24 each.**

**Highway Users Division - 200-210-90000 - \$12,520.00**

**Water Division - 300-302-90000 - \$12,520.00**

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**Attachments**

K&K Systems Quote

GSA Contract

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687 Palmetto Road  
 Tupelo, MS 38801  
[www.k-systems.com](http://www.k-systems.com)

email: [ali@k-systems.com](mailto:ali@k-systems.com)  
 Phone: 662-566-2025  
 Fax: 662-566-7123 TollFree: 888-414-3003



**Quotation #:** Q180726AB-1-AZ-CITYOFSANLUIS-GSA  
**Quotation Date:** 7/26/2018  
**Customer Type:** GSA

**Customer Contact:** MANUEL ROJAS  
**Quote Valid:** 45 days  
**Prepared by:** Ali Bingham

<u>Bill To:</u>	<u>Ship To:</u> (Update if different than Bill To address)
Name: Manuel Rojas	Name: Manuel Rojas
Company Name: City of San Luis	Company Name: City of San Luis
Street Address: 1090 E. Union St.	Street Address: 1090 E. Union St.
Address 2:	Address 2:
City, ST ZIP Code San Luis, AZ 85349	City, ST ZIP Code San Luis, AZ 85349
Tel: 928-341-8577	Tel: 928-341-8577
Cell: 928-315-5649	Cell: 928-315-5649
Fax: 928-341-8599	Fax: 928-341-8599
email: mrojas@cityofsanluis.org	email: mrojas@cityofsanluis.org



<u>Product</u>	<u>Model #</u>	<u>Description</u>	<u>Base Price</u>
	<b>MB8249</b>	Solar Powered, Portable Changeable Message Sign. Capable of three lines of alphanumeric 10" high text and graphics/animations, all LED display, self contained on-board computer, multiple alphanumeric fonts, powder coat paint system, and display is 82" x 49", with hydraulic style trailer. Supports up to 260 predefined messages (text and graphics). Supports storage of up to 100 changeable messages. System comes standard with four (4) 6-volt batteries (totaling 450 12V amps) and 160 watts of solar. NTCIP Compliant.	<b>\$10,714.29</b>



<u>Packaging</u>	<u>K&amp;K Delivers</u>	<u>---</u>	<u>---</u>
<u>Options and Accessories - PER UNIT</u>			
<u>QTY per Unit</u>	<u>Item #</u>	<u>Description</u>	<u>Price per Unit</u>



<u>Special Notes</u>			
<b>CONTRACT #: GS-03F-0015Y</b>			
<b>Terms of Purchase</b>			
<b>FOB:</b>	Tupelo, MS 38801	<b>Per System Total:</b>	<b>\$10,714.29</b>
<b>Delivery (weeks):</b>	4-6 Weeks	<b>Total QTY of Systems:</b> <u>2</u>	<b>\$21,428.58</b>
<b>Warranty:</b>	1 year limited warranty, Factory Depot	<b>Total Shipping Costs:</b>	<b>\$3,000.00</b>
		<b>GRAND TOTAL:</b>	<b>\$24,428.58</b>
<b>Sales Person Signature:</b>		<b>Work Order#</b>	
<b>Sales Manager Signature:</b>		<b>Client PO#</b>	

Federal ID#: 72-1370925, Cage Code: HNQ0, DUNS #: 171874639, Terms: 1% Net 10,GS-03F-0015Y (valid until October 14, 2021),There will be an additional 3% charge on all credit card orders unless otherwise stated



**Tel:** 888-414-3003  
**Web:** [www.k-systems.com](http://www.k-systems.com)  
**Fax:** 662-566-7123  
**Email:** [Sales@k-systems.com](mailto:Sales@k-systems.com)



Multiple Award Schedule Contractor

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to- date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage! ® is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

**K & K SYSTEMS, INC.**  
**TRAFFIC SAFETY PRODUCTS MANUFACTURER**  
**CONTRACT NUMBER: GS-03F-0015Y**  
**CONTRACT EXPIRES: October 14, 2016**  
**NAICS: 339950 -- SIC: 3647, 3669, 5084, 3698**  
**Special Item Number (SIN) 366 11**

**K & K SYSTEMS, INC.**  
**687 PALMETTO RD.**  
**TUPELO, MS 38801**

**Phone: 1-888-414-3003**

**Fax: 1-662-566-7123**

**E-mail: [info@k-systems.com](mailto:info@k-systems.com)**

**Website: [www.k-systems.com](http://www.k-systems.com)**

**Products also available on: [gsaadvantage.gov](http://gsaadvantage.gov)**

**CONTRACT ADMINISTRATOR**

**Alice K Bingham**

**Phone: 888-414-3003**

**Phone: 662-566-2025**

**Fax: 662-566-7123**

**E-mail: [ali@k-systems.com](mailto:ali@k-systems.com)**

**Business Size: Small Business**



**Tel:** 888-414-3003  
**Web:** www.k-systems.com  
**Fax:** 662-566-7123  
**Email:** Sales@k-systems.com

1. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN'S): 366 11
2. MAXIMUM ORDER: \$1,000,000.00 +
3. MINIMUM ORDER: \$1.00
4. GEOGRAPHIC COVERAGE: 48 contiguous states and Washington D.C., Hawaii, Alaska, APO and FPO addresses and to a CONUS port or consolidation point for overseas activities
5. POINT (S) OF PRODUCTION: K & K Systems, Inc. – 687 Palmetto Rd. Tupelo, MS 38801
6. BASIC DISCOUNT: 4.1 %, 3.1%, 1.1%
7. QUANTITY DISCOUNT(S): 1-3, 4-7, 8-999
8. PROMPT PAYMENT TERMS: NET 10. 1% DISCOUNT OFFERED
9. GOVERNMENT PURCHASE CARD ACCEPTED: YES
10. FOREIGN ITEMS: All items are Trade Agreement Act (BAA/TAA) compliant.
11. TIME OF DELIVERY AFTER RECEIPT OF ORDER: 30-45 DAYS
12. F.O.B. POINTS(S): TUPELO, MS 38801
13. ORDERING ADDRESSES:  
K & K Systems, Inc.  
687 Palmetto Rd.  
Tupelo, MS 38801  
Phone: 888-414-3003  
Fax: 662-566-7123  
E-mail: [ali@k-systems.com](mailto:ali@k-systems.com)  
Website: k-systems.com  
GSA Advantage! <http://www.gsaadvantage.gov>



**Tel:** 888-414-3003  
**Web:** [www.k-systems.com](http://www.k-systems.com)  
**Fax:** 662-566-7123  
**Email:** [Sales@k-systems.com](mailto:Sales@k-systems.com)

**14. PAYMENT ADDRESS (ES):**

K & K Systems, Inc.  
P.O. Box 1065  
Verona, MS 38801

OR

687 Palmetto Rd.  
Tupelo, MS 38801

**15. WARRANTY PROVISION:** 1 year limited warranty, Factory Depot. K & K Systems, Inc. also has other warranty options (call for availability).

**16. EXPORT PACKING CHARGES:** NOT APPLICABLE

**17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCES:**  
K & K Systems, Inc. excepts VISA, MASTERCARD, AND AMERICAN EXPRESS

**18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR:** NOT APPLICABLE



**Tel:** 888-414-3003  
**Web:** [www.k-systems.com](http://www.k-systems.com)  
**Fax:** 662-566-7123  
**Email:** [Sales@k-systems.com](mailto:Sales@k-systems.com)

19. TERMS AND CONDITIONS OF INSTALLATION: NOT APPLICABLE

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES: Call for details.

21. LIST OF SERVICE AND DISTRIBUTION POINTS: Call for details.

22. LIST OF PARTICIPATING DEALERS: Call for details.

23. PREVENTATIVE MAINTENANCE: NOT APPLICABLE

24. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g., RECYCLED CONTENT, ENERGY EFFICIENCY, AND/OR REDUCED POLLUTANTS):

K & K Systems, Inc., offers environmentally preferred products to assist with Energy Efficiency, and Reduced Pollutants. Contact us for environmentally preferable solutions.

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: 17-187-4639

26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE:

CAGE Code: 1HNQ0



**Tel:** 888-414-3003

**Web:** [www.k-systems.com](http://www.k-systems.com)

**Fax:** 662-566-7123

**Email:** [Sales@k-systems.com](mailto:Sales@k-systems.com)



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6.D.

**Meeting Date:** 11/14/2018

**Department Head:** Eulogio Vera, Director of Public Works, Public Works Department

**Submitted By:** Liliana Evangelista, Administrative Coordinator, Public Works Department

**Action Requested:** Motion

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### ITEM:

Discussion and possible action on any and all matters regarding the City of San Luis accepting slurry seal application services from American Pavement Preservation for application of Type 2 and Type 3 slurry seal as part of the FY2019 Pavement Preservation Project. **(Eulogio Vera, Director of Public Works)**

### SUMMARY:

In continuance of the Pavement Preservation Program, staff recommends that the city accepts services offered by American Pavement Preservation, for a total amount not to exceed \$220,000.00. The City would piggyback on a contract that the City of Yuma has with American Pavement Preservation, Slurry Seal Service, BID#2016-20000024. The City of Yuma completed the full bidding process for slurry services in 2016 for a 5-year contract, which allows for the cooperative use of the contract. We will comply with states cooperative purchasing under A.R.S. §41-2632(2).

This request also complies with the San Luis Purchasing Code Section 36.09, Cooperative Purchasing. The justification for Cooperative Purchasing under San Luis Purchasing Code is that another entity (in this case the City of Yuma) went out to bid, so duplicating the expense of the bidding process is not cost effective where the result will likely be the same cost Yuma already got under its bid. The \$220,000.00 is under the state law threshold for bidding out for street construction which is \$227,925.00.

### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PURCHASE OF SLURRY SEAL APPLICATION SERVICES THROUGH AMERICAN PAVEMENT PRESERVATION FOR \$220,000.00.**

N/A

---

### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	HURF
<b>TOTAL:</b>	\$220,000.00
<b>BUDGETED AMOUNT:</b>	\$300,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	Highway Users Capital Outlay 200-210-90010/\$920,600.00

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

HURF Capital Outlay - Improvement Roads  
Acct#200-210-90010/Balance \$920,600.00

---

**Attachments**

- November 2018 Slurry Street List
  - City of Yuma Fomal Bid
  - City of Yuma 5-Year Contract with APP
  - Pavement Preservation Map
  - Resolution No. 878
  - Cooperative Agreement
-

Slurry Seal November 2018

	Area	Street	Description	Width	Length	Square Footage	Square Yards
Plaza 1	1	Piceno Drive	North Lane Only	18	830	14,940	1,660
							Subtotal
Downtown	2	Second Ave	Between B St and D St	37	1369	50,653	5,628
	3	Cesar Chavez	Between U St and E St	37	2167	80,179	8,909
	4	B St	Between 1st and 4th	37	846	31,302	3,478
	5	C St	Between 1st and 4th	37	1341	49,617	5,513
	6	D St	Between 1st and 4th	37	1036	38,332	4,259
							Subtotal
Bienestar 9A	9	Udall Ln	Bienestar 9A	35	1535	53,725	5,969
	10	Monreal Ln	Bienestar 9A	35	1290	45,150	5,017
	11	San Pedro St	Bienestar 9A	35	1650	57,750	6,417
	12	Los Olivos Dr	Bienestar 9A	35	1480	51,800	5,756
	13	San Francisco St	Bienestar 9A	35	1535	53,725	5,969
	14	Emmanuel Ave	Bienestar 9A	35	930	32,550	3,617
	15	Christian Ave	Bienestar 9A	35	855	29,925	3,325
	16	19th Avenue	Bienestar 9A	45	1090	49,050	5,450
						Subtotal	41,519
Old Town	17	E Street	South of Post Office	25	270	6,750	750
	18	Mesa St	South of F	30	150	4,500	500
						Subtotal	1,250
Bienestar 9B	22	Padilla and Udall		35	2650	92,750	10,306
	23	Ismael Solorio		35	625	21,875	2,431
	24	Raul Grijalva		35	1020	35,700	3,967
	25	Amanda Aguirre		35	1410	49,350	5,483
	26	Edna Lopez		35	1810	63,350	7,039
	27	Janet Napolitano		45	2520	113,400	12,600
	28	B. Holcom		45	1035	46,575	5,175
	29	B. Holcom (South)		35	635	22,225	2,469
	30	Harris Ave		35	1100	38,500	4,278
	31	Rolish St		35	500	17,500	1,944
	32	Blanca St		35	375	13,125	1,458
	33	Emalie St		35	285	9,975	1,108
	34	Hernandez, Dancil, R. Dodge, S. Pedro		35	4345	152,075	16,897
	35	Los Olivos Dr		45	1135	51,075	5,675
	36	Frank Sandoval		45	1947	87,615	9,735
	37	Escamilla		35	1815	63,525	7,058
	38	Cecilia Torres		35	1290	45,150	5,017
	39	Joe Harper		35	890	31,150	3,461
	40	Araceli St		35	282	9,870	1,097
	41	Monreal Ln		35	250	8,750	972
						Subtotal	108,171
						<b>TOTAL</b>	<b>180,387</b>

**CITY OF YUMA  
PURCHASING DIVISION  
NOTICE OF INVITATION FOR FORMAL BID**



**BID NUMBER: 2016-20000024**

**BID TITLE: Slurry Seal Services**

**BID DUE DATE AND TIME:**

**Tuesday, September 15, 2015 @ 2:00 pm Arizona Time**

**SCOPE OF WORK: Purchase and Delivery of Slurry Seal Services. This will be a one-year contract with the option to renew for four additional one-year periods, one period at a time based on performance and availability of funds.**

**BID OPENING AND SUBMITTAL LOCATION:**

Please submit your bid to:

City of Yuma  
Purchasing Division  
One City Plaza  
Yuma, AZ 85364-1436

Vendor shall return the Bid Form in a sealed envelope that clearly identifies the bid number, vendor's name and address. Bids must be received in the office of Purchasing Division, One City Plaza, Yuma, Arizona 85364 no later than the time stated in the bid. The time/date recorder located in the Purchasing Division Office will be used to record the official time of receipt.

**SPECIAL NOTE:** All Bidders must register with [www.AZPurchasing.org](http://www.AZPurchasing.org). Please be advised if this solicitation is received by other than downloading the solicitation directly from [www.AZPurchasing.org](http://www.AZPurchasing.org), you may not receive all the required documents. The City of Yuma will not accept any bids that are not on a City of Yuma Bid Form, which accompanies this solicitation.

**VENDORS ARE STRONGLY ENCOURAGED TO  
CAREFULLY READ THE ENTIRE BID.**

**TABLE OF CONTENTS**  
***CITY OF YUMA***  
***PURCHASING DIVISION***

	<u>PAGES</u>
INVITATION FOR BID .....	1
TABLE OF CONTENTS .....	2
VENDOR CHECKLIST .....	2
INSTRUCTIONS TO VENDORS .....	3-4
SPECIAL TERMS AND CONDITIONS .....	4-6
STANDARD TERMS AND CONDITIONS.....	7-11
ADDITIONAL REQUIREMENTS.....	12-13
SPECIFICATIONS.....	14-15

**BID FORM (Return All Pages)**

**VENDOR CHECKLIST**

***\*IMPORTANT\****

- The appropriate principal of the firm has signed the bid.
- The bid prices offered have been reviewed and include shipping cost.
- The price extensions and totals have been checked. Unit prices will prevail.
- Any required samples or descriptive literature have been included.
- All individual samples or descriptive literature have been identified with Vendor's name and City's bid number.
- If required, the bid surety has been included.
- Bid Package and/or Envelope have been identified with Vendor's name, bid number and bid title.
- Documents, forms, and any information identified as part of the bid submittal have been included.
- All pages marked "Return This Page" have been properly filled in and returned.
- Signed and returned the Arizona Revised Statutes Compliance Form (last page of Bid Form).

## **INSTRUCTIONS TO VENDORS**

IT IS THE RESPONSIBILITY OF ALL VENDORS TO EXAMINE THE ENTIRE BID AND SEEK CLARIFICATION OF ANY ITEM OR REQUIREMENT THAT MAY NOT BE CLEAR AND TO CHECK ALL RESPONSES FOR ACCURACY BEFORE SUBMITTING A BID.

### **1. COMMUNICATIONS WITH THE CITY:**

All Vendor communication (phone, fax, email, mail, courier, overnight deliver, or other service) concerning this Bid must be directed to the Purchasing Division. The Point of Contact is

City of Yuma Purchasing Division  
Attn: Mary E. Roman, Buyer  
(928) 373-5114 - Telephone  
(928) 373-5115 – Fax  
[Mary.Roman@YumaAz.gov](mailto:Mary.Roman@YumaAz.gov)

Unless authorized by the individual above, no other City official or City employee is empowered to speak for the City with respect to the Bid. Any Vendor seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the person identified above, is advised that such material is used at the Vendors own risk. The City will not be bound by any such information, clarification, or interpretation.

At no time prior to award of bid will Vendor have any communication with any City employee, except the person identified above. Contact by a Vendor regarding this Bid with a City employee other than a Purchasing Division representative may be considered grounds for rejection of the bid submitted.

As questions submitted require adequate time for response preparation, Vendors are asked to forward all questions to the person listed above, at least 72 hours prior to the date and time set forth for the opening of bids. The City will not guarantee questions received within 72 hours or less of bid opening can or will be addressed.

### **2. PRE-BID CONFERENCE:**

If a pre-bid conference is scheduled, the date and time of this conference will be indicated in this document. Vendor attendance is highly recommended, though not mandatory. The purpose of this conference will be to clarify the contents of this bid in order to prevent any misunderstandings of the City's position. Any doubt as to the requirements of this bid or any apparent omission or discrepancy may be presented in writing or in person to the City at this conference. Oral statements or instructions will not constitute an amendment to this bid. The City will determine the appropriate action necessary, if any, and issue a written addendum to the bid.

### **3. PREPARATION OF BID:**

- A. All bids must be submitted on the forms provided in this bid and must not be altered in any manner. It is permissible to copy these forms as required.
- B. All items must be new and unused, unless otherwise stated in the specifications.
- C. The Price Page of the bid must be submitted with an original signature of an officer of the firm authorized to contract for the work, and if necessary must initial erasures, interlineations or other modifications in the bid.
- D. No bid will be altered, amended or withdrawn after the specified time and date for opening bids.
- E. Envelopes with insufficient postage will not be accepted by the City of Yuma.

### **4. ADDENDA:**

Receipt and acceptance of a Bid addendum is to be acknowledged by signing and returning the document with the bid response.

## INSTRUCTIONS TO VENDORS

### 5. BID SUMMARY:

Vendor will provide all bid information and must answer all conformance questions as requested.

### 6. TAXES:

Unless specifically required in this bid, do not include any sales tax, use tax, or Federal Excise Tax in your bid pricing. Unit price will not include any tax. Taxes may be added to invoices and must be current Arizona State Tax and your local tax as applicable.

### 7. FEDERAL EXCISE TAX:

The City of Yuma is exempt from Federal Excise Tax for petroleum products including Federal Transportation Tax.

### 8. INVOICING:

In order to receive prompt payment for goods or services to the City of Yuma, the vendor is required to submit an original invoice to City of Yuma Finance Department/Accounting Division, One City Plaza, Yuma, Arizona 85364-1436 or email to [payables@YumaAz.gov](mailto:payables@YumaAz.gov) as indicated on the Purchase Order. Invoices must show:

- 1) City Purchase Order Number & Contract (Bid) Number
- 2) Complete descriptions of the goods or services furnished
- 3) Quantity
- 4) Unit prices and extensions
- 5) All applicable taxes
- 6) Name of department/division to which shipment was made
- 7) In addition, the invoice should include the vendor's invoice number and contact information.

***Note: Invoices for work performed during the month of June must be received no later than the end of the first week in July, for City of Yuma fiscal year end closing purposes.)***

### 9. WITHDRAWAL OF BID:

A Vendor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes must be submitted in writing and must also be supported by a written determination made by the Purchasing Agent.

### 10. PROTESTS:

Any actual or prospective Vendor who is aggrieved in connection with this bid or award may protest to the City Council. The protest must be submitted in writing to the City Administrator within ten days after such aggrieved person knows or should have known of the facts giving rise, and the City Administrator will place same on the next Council agenda if not resolved prior to that time.

### 11. POLICY ON NON-DISCRIMINATION ON THE BASIS OF DISABILITY:

- A. In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in its programs, activities, or services.
- B. 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:

City of Yuma Human Resources Division  
One City Plaza  
Yuma, Arizona 85364-1436  
(928) 373-5127 or (928) 373-5149 (TTY)

## SPECIAL TERMS AND CONDITIONS

**ANALYSIS AND TEST:** When deemed necessary, samples of materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Vendor holding the contract.

**ANNUAL CONTRACTS:** Vendor will hold firm, fixed pricing for a period of twelve months after notice of award. Vendors may also be requested to make multiple deliveries to one or more locations, at no additional cost to the City.

**AWARD OF BID:** A primary and secondary Vendor may be awarded this bid, if required, to ensure goods or services are available on an "as needed" basis. If the primary Vendor indicates that he cannot deliver by the City's required deadline, the City reserves the right to contact the secondary Vendor.

**BRAND NAMES:** Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type of quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be considered non-responsive.

**CLEAN UP:** The Vendor must at all times keep the area, including storage areas used, free from accumulations of waste material or rubbish and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the City. Upon completion of the repair, the Vendor must leave the work and premises in a clean, neat and workmanlike condition.

**CONTRACT EXTENSION:** In the event the City does not opt to renew the contract or the City and Vendor(s) are unable to reconfirm or renegotiate unit rates for another year, the City will have the option of extending this contract at the current rates, but not-to-exceed six months total.

**COOPERATIVE USE OF CONTRACT:** The City of Yuma, Arizona has entered into interactive purchasing agreements with other political subdivisions, cities and towns in order to conserve resources reduce procurement costs and improve the timely acquisition and costs of goods or services. The Vendor(s) to whom this contract is awarded may be requested by other parties to said interactive purchasing agreements to extend to those parties the right to purchase goods or services provided by the Vendor(s) under this contract, pursuant to the terms and conditions stated herein.

**EMERGENCY DELIVERIES:** The City may purchase goods or services required under "emergency" situations, after-hours, or on weekends.

**EXPANSION CLAUSE:** This contract may be further expanded to include any other item normally offered by the Contractor, as long as the price of such additional products is based on the same cost/profit formula as the listed items.

**INSURANCE:** Before the commencement of any services, the Vendor shall name the CITY, and its employees as **Additional Insured** on all required insurance policies, except Workers' Compensation. Any insurance carried by the CITY, and its employees, is excess coverage, and not contributory coverage to that provided by the Vendor. All insurance policies are subject to approval by the CITY.

***Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein. Moreover, failure to provide evidence of required insurance as set forth below shall delay payment for services rendered. If the policy or policies are canceled or not renewed, the insurance company shall provide thirty (30) days written notice to the CITY prior to the effective date of such cancellation or termination.***

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**

All certificates are to be sent to:  
City of Yuma, Purchasing Division  
One City Plaza  
Yuma, AZ 85364-1436 or [purchasingweb@yumaaz.gov](mailto:purchasingweb@yumaaz.gov)

### **A. Commercial General Liability**

The policy shall include bodily injury, property damage, personal injury, and broad form contractual liability, and at least the minimum limits of the following:

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$500,000
• Personal and Advertising Injury	\$500,000
• Blanket Contractual Liability – Written and Oral	\$500,000
• Fire Legal Liability	\$50,000
• Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional language: "The City of Yuma, its officials, officers, employees, and agents shall be named as additional insured's with respect to liability arising out of the activities performed by the Vendor".

All policies shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf of the Vendor.

## SPECIAL TERMS AND CONDITIONS

### **B. Business Automobile Liability**

The policy shall include bodily injury and property damage for any owned, hired, leased, borrowed, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL) \$500,000

If hazardous materials or wastes are transported, CA 9948 endorsement must be included and \$3,000,000.00 per accident, limits for bodily injury and property damage will apply.

The policy shall be endorsed to include the following additional insured language: "The City of Yuma its officials, officers, employees, and agents shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf the Vendor involving automobiles owned, leased, hired, borrowed, and/or non-owned by the Vendor".

The policy shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf the Vendor.

### **C. Worker's Compensation and Employers' Liability**

- Workers' Compensation: Statutory
- Employers Liability
  - Each Accident \$100,000
  - Disease – Each Employee \$100,000
  - Disease – Policy Limit \$500,000

The Vendor shall require sub-Vendors to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Vendor.

All policies shall contain a waiver of subrogation against the City, its officials, officers, employees, and agents for losses arising from work performed by or on behalf of the Vendor.

**D.** The polices of insurance required under this section are to be primary insurance policies and any insurance policy maintained by the City is considered excess insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein.

***In the event, any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.***

**INDEMNIFICATION:** To the fullest extent permitted by law, Vendor must indemnify, defend, and hold harmless the CITY, its agents, employees, officers, volunteers, and officials ("Indemnified Party") for, from and against all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, to which any such Indemnified Party may become subject, under any theory of liability whatsoever, ("Claims") to the extent that such Claims result from and/or arise out of the Vendor's intentional, reckless, or negligent acts, mistakes, errors, or omissions in performance of this Agreement. This includes any intentional, reckless, or negligent acts, mistakes, errors, or omissions of the Vendor's sub-Vendors employed directly or indirectly by the Vendor.

The amount and types of insurance coverage required above are minimum amounts and do not limit the scope of indemnity required.

**PERMITS:** The Vendor is responsible for procuring all permits and licenses, paying all charges, fees and sales tax, and giving any notices necessary and incident in performing the work. The City will exempt the Vendor from paying the standard fees for permits issued by the City provided all permits are issued, prior to the commencement of the work. The Vendor, at double the standard fee rate will pay for permits requested and issued after commencement of the work. The City will assume no responsibility for charges associated with these late rates.

**PRICE ADJUSTMENT:** The City's Purchasing and Contracts Manager and the user department will review documented requests for price increases after any contract has been in effect for one year. Any general price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City Purchasing and Contracts Manager will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the date of the contract extension.

#### **PRICE REDUCTION:**

If the contracted price is higher than the current Fair Market Value for the commodity, the City of Yuma may request the awarded vendor(s) to reduce the price to the current Fair Market Value.

The current awarded vendor may offer to the City of Yuma a price reduction adjustment at any time during the term of contract. The price reduction adjustment will become effective upon the City's receipt of notice.

## **STANDARD TERMS AND CONDITIONS**

It is the City of Yuma's intent for these specifications to set the minimum standards to be used for the bidding of these products/services. Any references to Make, Model and Manufacturer are only to indicate minimum specifications for quality and performance. They are not intended to be restrictive in nature or to eliminate use of any other manufacturer's products.

**VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE BID.**

In compliance with bid specifications, Vendor offers and agrees to furnish any and all of the items or services enumerated at the unit price offered set opposite each item, delivered at the designated point(s) within the time specified. The Vendor also acknowledges that the Terms and Conditions of the Bid were carefully read and the appropriate sections were completed.

The award is subject to all legal requirements provided for in the City Charter or applicable City Ordinances, State and Federal Statutes.

All Vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of City of Yuma. Further, all Vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Vendor's firm or any of its branches. Should the awarded Vendor permanently or temporarily hire any City of Yuma employee who is, or has been, directly involved with the Vendor prior to or during performance of the resulting contract, the contract will be subject to immediate termination by the City.

**ADDENDA:** Addenda issued during the time of bidding must be attached to and made a part of the contract documents.

**AFFIRMATIVE ACTION:** The Vendor will be an Equal Opportunity Employer and make a good faith effort to encourage minority employment and agrees to meet Federal and State guidelines.

Vendors doing business with the City of Yuma are prohibited from discriminating against any employee, applicant, or client because of race religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and trainers selection.

**ALTERNATE BID:** Bids submitted as alternates, as "equals", or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. Detailed product or service literature, suitable to evaluate, must be submitted with the bid. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase.

**AMERICAN MADE:** Whenever possible, the goods, material, articles or equipment specified will be of United States origin and manufacture.

**APPLICABLE LAWS:** In the performance of this contract, Vendors must abide by and conform to any and all laws of the United States, State of Arizona and City of Yuma including but not limited to Federal and State executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Administration and any other Federal or State laws applicable to this contract.

This contract will be governed by the City, and the Vendor will have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. The laws of the State of Arizona will govern this contract and any suit pertaining to this contract may be brought only in courts in the State of Arizona. Lack of knowledge by the Vendor and any subcontractor will in no way be a cause for relief from responsibility.

**ASSIGNMENT:** This contract is not assignable unless both parties mutually consent otherwise in writing. The requirements of this contract are binding upon the heirs, executors, administrators, successors and assigns of both parties.

**AUTHORITY:** This bid as well as any resultant contract is issued under the authority of the City of Yuma Purchasing and Contracts Manager. No alteration of any resultant contract may be made without the express written approval of the Purchasing and Contracts Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Charter and Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

**AWARD OF BID:** Awards will be made with reasonable promptness to the lowest responsible, responsive Vendor(s) whose offer(s) best conform to the bid and is in the best interest of the City. Other factors to be considered may include, but are not limited to, quality, uniformity of product, delivery time, and the Vendor's past performance on other contracts with the City. Awards may be made to other than the lowest price offer.

The City reserves the right to award any item or group of items of the bid, unless the Vendor has qualified the bid by specific limitation. A written award of acceptance, in the form of a purchase order as per specifications or written notice of award on City of Yuma stationery, mailed or delivered to the successful Vendor constitutes a binding contract without further action by either party. If contract award is \$100,000.00 or over, it will be at the discretion of the City Council as to whether or not to make award, to whom, or to reject offers.

The City, notwithstanding any other provisions of this bid (including attached documents), expressly reserves the right to:

1. Waive any insignificant defect or informality in any offer or bid procedure.
2. Reject any or all offers or
3. Re-issue the bid.

**BID OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to a bid to remain valid and irrevocable for 90 days after the bid opening time and date.

## **STANDARD TERMS AND CONDITIONS**

**CERTIFICATION:** By signature in the offer section the Vendor certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Vendor will not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 or A.R.S. § 31-1461 Et. Seq.
- C. The Vendor has not given, offered to give, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- D. The Vendor submitting the offer hereby certifies that the individual signing the bid is an authorized agent for the Vendor and has the authority to bind the Vendor to the contract.

**CITY PROCUREMENT DOCUMENT:** The Purchasing Division is issuing this bid. Vendor is not permitted to alter any portion of the bid document, and any attempt to do so will result in Vendor's offer being considered non-responsive. Vendor must not alter any portion of a resultant contract without the written approval of the Purchasing Division and any attempt to do so will be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

**CLARIFICATIONS:** The City reserves the right to obtain clarification from Vendor when necessary to arrive at full and complete understanding of bid response.

**CONFLICT OF WORDING:** Where an item in the bid specification conflicts with the Terms and Conditions, the bid specifications will prevail and control.

**CONTRACT:** Upon acceptance of the Vendor's proposal the Vendor will, if requested by the City, execute and enter into a formal contract that is satisfactory to the Vendor and the City, to secure the contract required to protect the City.

**CONFIDENTIAL INFORMATION:** Proposals submitted to the City will be reviewed and evaluated by only those persons who have a legitimate interest. The City cannot guarantee the confidentiality of any information provided in the proposal and all items submitted as part of the Vendor's proposal will be available for public inspection to the extent required by public records disclosure laws after proposals have been received by the City.

To the extent possible, the City will provide Vendor with 48 hours written notice of any public records disclosure request relating to Vendor's documents to allow Vendor to seek a protective order from the Court. Vendor agrees to indemnify, defend, and hold the City harmless for any damages resulting from the City's failure to disclose information under the terms of this section. The City reserves the right to use any or all ideas presented in any reply to this proposal. Selection or rejection of the proposal does not affect this right.

**CONTRACT ADMINISTRATION:** The Purchasing Division and an authorized representative of the primary user department will jointly administer this contract. All questions regarding this contract after award must be referred to an authorized representative for resolution.

**CONTRACT AMENDMENTS:** Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written change order approved by the City. If Vendor performs any modification without written change order, the City will not be obligated to accept said modifications.

**CONTRACT DEFAULT:** The City, by written notice of default to the Vendor, may terminate in whole or any part of this contract in any one of the following circumstances:

- A. If the Vendor fails to make delivery of the supplies or to perform the services within the time specified: or
- B. If the Vendor fails to perform any of the provisions of this contract and fails to remedy the situation within the specified period of time in the notice.

In the event the City terminates this contract in whole or part, the City may procure goods or services similar to those terminated, and the Vendor may be liable to the City for any excess costs for such similar goods or services.

**CONTRACT LENGTH:** The contract will remain valid for a period of one year from date of issuance of purchase order or Notice of Award, unless otherwise noted.

**CONTRACT TERMINATION:** Either party may terminate the contract upon 30 days written notice by one party to the other. Both parties will perform in accordance with the contract prior to the effective termination date. The City may at any time cancel the contract for cause without penalty or liability on the part of the City.

The City reserves the right to cancel any resultant contract upon 30 days written notice when, in the City's judgment, the workmanship, quality, performance of the goods or services of this contract are rendered unsatisfactorily or do not conform to the contract.

**CURRENT PRODUCT:** All bid offers made in response to this bid will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in user (paying customer) environments and capable of meeting or exceeding all specifications and requirements set forth in this bid. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.

**DEFECTIVE PRODUCT:** All defective products must be replaced and exchanged by the Vendor. The Vendor will pay for the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses. The City must receive all replacement products within the specific period of time stated in the notice.

## **STANDARD TERMS AND CONDITIONS**

**DELIVERY:** Unless otherwise stated, the goods or services, specified or called for in or under this bid, must be delivered or completely performed by the successful Vendor within the period set out herein as the guaranteed period of delivery or completion after receipt of order. The Vendor agrees to make deliveries, only upon receipt of a duly signed and approved purchase order issued by the City of Yuma Purchasing and Contracts Manager or designated representative. Delivery made without such purchase order will be at Vendor's risk.

**DISCOUNTS:** Prompt payment discounts will be considered in making the award provided the discount period is sufficient to allow the City to make payments in the regular course of business. If a discount is offered, time is computed from the date of receipt of goods or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed made on the date the check is issued.

**EVALUATION:** In an Invitation for Bid, award(s) will be made to the lowest responsible and responsive Vendor whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid. The City will be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but not be limited to:

1. Conformity with bid specifications, performance requirements, terms and conditions, Vendor instructions and any other contractual clauses and or requirements.
2. Operational compatibility with existing City resources, as applicable;
3. Availability of competent service and prompt delivery of goods or services;
4. Having legally required licenses, certifications and/or qualifications to perform the contract;
5. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, Vendor's financial capability to perform the contract, and any other factors that would be advantageous to the City;
6. Record of past performance and integrity on City and/or other public agency contracts; and
7. Production capability of equipment as determined by product samples, customer references, and/or City inspection

**FORCE MAJEURE:** The parties to the contract will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation, facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**FREIGHT:** Prices will be Free On Board (FOB) Destination to the delivery location designated herein. Vendor will retain title and control of all goods until they are delivered and the contract has been completed. The City will notify the Vendor promptly of any damaged goods and will assist the Vendor in arranging for inspection. All risk of transportation and all related charges will be the responsibility of the Vendor. The Vendor must file all claims for visible or concealed damage.

**FUNDING:** Any contract entered into by the City of Yuma is subject to funding availability. The fiscal year for the City of Yuma is July 1, to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract may be terminated.

**GRATUITIES:** The City may, by written notice to the Vendor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event, this contract is canceled by the City pursuant to this provision, the City will be entitled to recover or withhold from the Vendor the amount of the gratuity in addition to any rights and remedies.

**INDEMNIFICATION:** The Vendor must indemnify and defend the City, its agents and employees against all claims, damages, losses, and expenses resulting from the Vendor's intentional or negligent acts, mistakes or omissions in performance of the Contract. This includes any intentional or negligent acts, mistakes, or omissions of the Vendor's subcontractors. The amount and types of insurance coverage required does not limit the scope of indemnity.

**INSPECTION:** All goods or services are subject to final inspection and acceptance by the City. Goods or services failing to meet the requirements of this contract will be held at Vendor's risk and may be returned to the Vendor or reworked by the Vendor. If returned, the cost of transportation, unpacking, inspecting, repacking, reshipping or any other expenses are the responsibility of the Vendor.

**INTERNET ORDERING CAPABILITY:** The City may utilize the Internet to place orders under this contract.

**LATE BIDS:** Bids received after the time for opening bids or received at any place other than the place specified will not be considered. If a bid is received late the bid will not be considered and may be returned to the Vendor.

**LICENSES:** Vendor will maintain, in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor as applicable to this contract. The Vendor and all of his employees or agents will secure and maintain in force such licenses and permits as are required by law, and by the City, in connection with the furnishing of goods or services requested.

**LIENS:** All goods or service must be free of all liens, and if the City requests, a formal release of all liens will be delivered to the City.

**LOCAL PREFERENCE:** Per the City of Yuma Ordinance No. 2010-04, the City Council has directed City Staff to grant up to a five-percent (5%) monetary preference to local dealers (local dealers means any dealer, person or firm within the city limits of the City of Yuma who has a valid City of Yuma business license) provided such preference is in the best interest of the City and further providing that such preference is stated in the bid offer. Such preference will not be granted where federal or state purchasing policies preclude such preference.

## **STANDARD TERMS AND CONDITIONS**

**NON-EXCLUSIVE CONTRACT:** Any contract resulting from this Bid will be awarded with the understanding and agreement that it is for the sole convenience of the City of Yuma. The City reserves the rights to obtain like goods or services from another source when necessary. Only the City of Yuma Purchasing and Contracts Manager may approve off-contract purchase authorization. Approval will be at the discretion of the City of Yuma Purchasing and Contracts Manager and will be conclusive. However, approval will be granted only after a proper review and when deemed to be appropriate. Off-contract procurement will be consistent with the City Policies and Procedures.

**NOTICE:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), may be in writing and may be sent registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

- A. If intended for the City, to: City of Yuma, Purchasing Division, One City Plaza, Yuma, Arizona 85364-1436
- B. If intended for the Vendor, to: The Vendor at the Vendor's address and the attention of the person named as provided in the offer of this contract.

**OBJECTIONS:** Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Division 72 hours prior to bid opening.

**ORDERING INSTRUCTIONS:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a purchase order or document signed by an authorized agent. The purchase order will specify the items ordered, delivery instructions and any other pertinent information required. All City and Vendor documents must reference the resultant contract number.

**PACKING AND SHIPPING:** Vendor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Commerce Commission regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

**PATENTS:** The successful Vendor must agree to defend, at his own risk, all suits alleging infringement on any United States Patents by reason of the use and/or resale of items purchased under this bid.

**PAYMENTS:** Invoices will normally be paid within 30 days after receipt of services or invoice; whichever is later. The City reserves the right to review all payments made to the Vendor by auditing at a later date. Subject to such audit, the Vendor must immediately reimburse any overpayments.

**PERMITS:** The Vendor is responsible for procuring all permits and licenses, paying all charges, fees and sales tax, and giving any notices necessary and incidental to performing the work. The City will exempt the Vendor from paying the standard fees for permits issued by the City provided that all the permits are issued prior to the commencement of the work. Permits requested and issued after commencement of the work, will be paid for by the Vendor, and at double the standard fee rate, for which the City will assume no responsibility.

**PERIOD OF TIME:** Periods of time, stated as number of days, will be calendar days.

**PREMATURE BID OPENING:** No responsibility will be attached to a City employee for premature opening of a bid.

**PREPARATION:** The City will not reimburse the cost of developing, presenting or providing any response to this bid. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

**PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications will seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications will receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

**PRICE:** The prices quoted on this bid will be based on the goods and/or services referred to herein, being delivered F.O.B. destination, freight, duty and all other charges prepaid, unless otherwise indicated herein. A detailed delivery ticket or piece tally, showing the exact quantity of goods and/or services must accompany each delivery. A representative's signature will not bind the City to accept the goods, material, articles or equipment covered.

**PRODUCT DISCONTINUANCE:** The City of Yuma may award contracts for particular products and/or styles as a result of this bid. In the event that the manufacturer discontinues a product or style, the City, at its sole discretion, may allow the Vendor to provide a substitute for the discontinued item. The Vendor must request permission to substitute a new product or style and provide the following:

- A. A formal announcement from the manufacturer that the product or style has been discontinued.
- B. Documentation from the manufacturer that names the replacement product or style.
- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original bid.
- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or style.
- E. Documentation confirming that the price for the replacement is the same as or less than the discontinued style.

**PROTECTION OF CITY PROPERTY:** The Vendor will use reasonable care to avoid damaging City property. If the Vendor causes damages, the Vendor must replace or repair the damage at no expense to the city as directed by the Purchasing and Contracts Manager. If the Vendor fails or refuses to make such repair or replacement, then the Vendor will be liable for the cost thereof, which may be deducted from the contract price.

## **STANDARD TERMS AND CONDITIONS**

**PROVISIONS BY LAW:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make sure insertion or correction.

**PUBLIC RECORD:** All offers submitted in response to this bid will become the property of the City and will become a matter of public record available for review, in accordance with the City's Charter.

**QUANTITIES:** The quantities requested are estimates based upon available information. The City reserves the right to adjust the quantities as necessary. The quantity of goods and services ordered must not be exceeded or reduced without the City's permission in writing except in conformity with acknowledged industry tolerances.

**REJECTIONS:** The City and/or City Council may reject any part of or all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.

**RIGHTS AND REMEDIES:** No provisions of this bid or in the Vendor's bid response will be construed, expressly or by implication, as a waiver by the City or any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, will not release the Vendor from any responsibilities or obligations imposed by the contract or by law, and will not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.

**SAMPLES AND/OR DEMONSTRATIONS:** Samples and/or demonstrations may be requested if item is other than specified. When required, such samples and/or demonstrations are to be furnished after the date of bid opening only upon request of the City unless otherwise stated in the bid proposal. If samples and/or demonstrations should be requested unless otherwise authorized, the City must receive such samples and/or demonstrations within a specific period of time as stated in the formal request. When required, the City may request samples and/or demonstrations of any item bid prior to the award of any contract.

Bid samples must be an exact and true representative sample of the actual material offered. Each bid sample must be properly tagged or labeled with the name of the Vendor and manufacturer, the bid opening date, and the bid number. Bid samples must be provided at no additional cost to the City. Samples not used for test will be returned to the Vendor, at the Vendor's expense.

Furthermore, the City reserves the right to secure additional samples from the actual material supplied. In the event the samples fail to conform to the contract requirements, the Vendor will immediately replace the portion of the delivered commodity with acceptable materials conforming to the contract requirements at no cost to the City.

**SITE CONDITIONS:** Vendor must make all investigations necessary to thoroughly inform themselves regarding site conditions for delivery of goods or services as required in this bid. Failure of the Vendor to thoroughly investigate site conditions will not be:

- A. Accepted as a basis for failure to fulfill the requirements
- B. A basis for variance of compensation

**SUBSEQUENT EMPLOYMENT:** The City may cancel this contract without penalty or further obligation pursuant to the A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation will be effective when the parties to this contract receive written notice from the Purchasing & Contracts Manager, unless the notice specifies at a later date.

**SUBMITTAL:** It is the Vendor's sole responsibility to ensure the delivery and receipt of bid submittal to the City of Yuma, Purchasing Division, prior to bid opening time. Bids and modifications or withdrawals received after the time set for the bid opening will not be considered. Bids must be submitted on the forms furnished.

**TAX:** Taxes may be added to invoices and must be current Arizona State Tax and the Vendor's local tax. If the Vendor is an out-of-state Vendor, the City of Yuma will remit the Arizona Use tax directly to the State of Arizona.

**TAX/DUTY CHANGES:** The Vendor will be responsible for advising the City of any tax/duty change. If such a change occurs in tax or duty imposed for such goods or services before delivery, the appropriate increase or decrease will be made to compensate for such changes as of the effective date.

**WARRANTIES:** The awarded Vendor must fully warrant all products furnished hereunder against defect in materials and/or workmanship for a period of one year from date of delivery and complete acceptance by the City, unless indicated otherwise in bid specifications. Should any defect in materials or workmanship except ordinary wear and tear appear during the above stated warranty period, the awarded Vendor will repair or replace same at no cost to the City, immediately upon verbal or written notice from the City. A copy of the warranty must be provided at time of delivery. Failure to provide warranty at time of delivery will be considered as an incomplete delivery.

**WITHDRAWAL:** A Vendor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, must be submitted in writing and must be supported by a written determination made by the Purchasing Agent.

**WRITTEN AUTHORIZATION:** No verbal arrangement or agreement, relating to the goods, or service specified or called for under this bid will be considered binding, and every notice, advice or other communication must be in writing and signed by a duly authorized person.

**ADDITIONAL REQUIREMENTS**

- 1.1 Prices quoted must remain firm-fixed for the first **TWELVE** months.
- 1.2 Vendor must indicate any minimum order requirements for each item listed in this invitation for bid. Preference may be given to a vendor that DOES NOT require minimum quantities on order. As stated on page 10, quantities requested are estimates based upon available information. The City reserves the right to adjust the quantities as necessary. The quantity of goods and services ordered must not be exceeded or reduced without the City's permission in writing except in conformity with acknowledged industry tolerances.
- 1.3 If any products vary from the specification, or if substitution or alternative are offered, such variations must be listed in writing on the conformance sheet and attach detailed item specification. The City reserves the right to waive minor deviations if the equipment is suitable for the intended purpose.
- 1.4 All material must be compatible to work together with current material.
- 1.5 Delivery hours are from 8:00 am – 3:00 pm Arizona Time, Monday through Friday, excluding holidays and weekends, unless other arrangements have been made between the awarded vendor and the City of Yuma.
- 1.6 As stated on page 5, this contract may be further expanded to include any other Slurry Seal Services normally offered by the vendor, as long as the price of such additional products is based on the same cost/profit formula as the listed items.
- 1.7 As stated on page 9, freight must always be F.O.B. Destination. No freight charges will be allowed for any item purchased under this agreement including special orders and emergency shipments.
- 1.8 Termination of Contract - The City of Yuma reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty calendar days written notice. In such case, the Contractor shall be paid for services rendered through the date of the termination notice, and the results of all such work (includes all documents and files) through that date shall become the property of the City of Yuma.
- 1.9 **Bid Bond** - All proposals must be accompanied by a certified check, cashier's check, or surety bond (**Attachment C**) payable to the City of Yuma - for at least ten percent of the total bid price as a guarantee that the Contractor will enter into a contract to perform the contract in accordance with the Formal Bid, within 10 days after the Notice of Award letter. A company authorized to transact surety business in the state of Arizona must issue the surety bond.

If the successful Contractor fails or refuses to execute the required Contract, Performance Bond, and Payment Bond within the time specified in the paragraph entitled "Award of Contract," the City will retain the bid guarantee proceeds as liquidated damages for delay in execution of the contract and as compensation for subsequent acceptance of a higher or less desirable proposal.

Bid guarantees will be returned to the unsuccessful Contractors immediately after the execution of a contract with the successful Contractor, and to the successful Contractor immediately after the contract is properly signed.

- 1.10 **Performance Bond and Payment Bond** - When the contract is signed, the successful Contractor will furnish surety bonds payable to the City of Yuma, from a surety company authorized to do business in the State of Arizona and represented by an agent doing business in the State of Arizona, as follows:
- a. A performance bond (**Attachment D**) in an amount equal to one hundred percent of the contract value as surety for the faithful performance of the contract by the Contractor.
  - b. A payment bond (**Attachment E**) in an amount equal to one hundred percent of the contract value for the payment of just claims for materials, labor, and subcontractors employed by the contractor, as a guarantee of labor and materials used or incorporated in the work, and for the fulfillment of other requirements as may be required by law

FORMAL BID #2016-20000024  
SLURRY SEAL SERVICES

**SPECIFICATIONS**

The slurry seal shall be a mixture of asphalt emulsion, mineral aggregate, mineral fillers and water properly proportioned, mixed and spread on the pavement surface in accordance with the International Slurry Surfacing Association (ISSA) recommended performance guidelines for emulsified asphalt slurry seal, A105 (revised) February 2010. Substitute the Buyer's Authorized Representative (B.A.R.) with the Street Superintendent when referring to the guidelines listed above. Please note that the following items shall be in accordance with Attachment A & B.

1. Emulsified asphalt to be CQS-1h. (Attachment A)
  2. Aggregate grading to be Type II, as listed in Attachment A and B.
- A. It will be the Contractor's responsibility prior to slurry sealing, to tab all street pavement markings with reflective polyurethane plastic markers on centerlines and lane striping. The pavement marking tabs are to be maintained by the contractor until final acceptance by the City. Prior to slurry sealing the Contractor must cover and protect ALL pavement markings such as crosswalks, stop bars and left/right turn arrows from the slurry.
- B. The Contractor must provide all traffic control and traffic control devices for the project. The Contractor will use the latest version of Manual of Uniform Traffic Control Devices for all traffic control set up. All traffic control devices must be properly maintained for cleanliness, visibility, corrects positioning, and should have adequate retro reflectivity. All traffic control devices that are damaged, deteriorated, or have lost significant legibility, must be promptly replaced. Trained and knowledgeable traffic control personnel will be utilized to insure a proper set-up of material and maintenance of traffic control devices and to assist in the safe movement of vehicles through the traffic control zone. Any damage to the uncured slurry seal will be the responsibility of the Contractor.
- C. The Contractor must provide a written notice to all residents, apartment managers, and businesses along the streets to be slurry sealed, 24 to 48 hours in advanced. The notices must indicate; what is to happen, when it will happen, parking availability, and access measures and indicate the CITY will pick up trash collection earlier than normal.
1. It will be the Contractor's responsibility to provide adequate sanitary facilities in the location of the project for use by the Contractor's employees.
  2. The traffic must be protected by signing and barricading as described in the 2009 edition of the Manual of Uniform Traffic Control Devices and may be supplemented by the City Traffic Engineer if conditions warrant.
  3. It will be the Contractor's responsibility to keep the City Police Department, Fire Department, School Transportation Department and U.S. Post Office informed of all restrictions to traffic flow due to the slurry seal operations.
  4. A preconstruction conference will be required in order to review the awarded Contractor's work and traffic control plan. A tentative construction schedule will be worked out prior to and finalized at the preconstruction conference meeting. The Contractor will not start the project until the schedule is approved by City Staff. It is

FORMAL BID #2016-20000024  
SLURRY SEAL SERVICES

at that time the Contractor will designate an employee other than the project superintendent, who is qualified and experienced in construction traffic control. This employee must be available to monitor and maintain safe barricading throughout the project. A traffic control plan must be submitted upon request from the City Traffic Engineer.

5. At reasonable intervals during the progress of the work, clean up and disposal of waste materials and debris on the project site will be required. Waste materials and debris must be disposed of at a legally established facility, or as directed by the Street Superintendent. The Contractor will be responsible for, and pay all costs for periodic and final cleanup of the site during construction.
6. It will be the Contractor's responsibility to keep all crosswalks, stop bars, directional arrows, manhole covers and rings; water valve covers rings and survey markers free from coverage by the slurry seal coating process. This work will be incidental and all-inclusive in the price per square yard.
7. The Contractor's on site superintendent will have a cellular telephone that is operational in the Yuma area. The Contractor must submit the available cellular telephone number or an alternative form of communication determined suitable by the Street Superintendent at the preconstruction conference. The form of communication will be considered incidental and be at no cost to the City.
8. Prior to the preconstruction meeting, the Contractor will be responsible for locating areas for storage of equipment and materials. The Contractor will be responsible for all spills, dust control measures, left over materials, and site clean-up of all areas selected for storage. In case of a spill, the Contractor shall follow the leak and spill containment recommendation on the specific products Material Safety Data Sheet. The City may assist the Contractor in locating storage areas when deemed necessary by the Street Superintendent.

D. Responsibilities of the City of Yuma

1. The City will be responsible for sweeping all streets prior to slurry seal application.
2. The City will provide a complete street listing identifying to and from cross streets.
3. The City will confirm daily totals of materials used and amount of square yards applied with the contractor.
4. The City will review and have final approval of the street schedule.

**CITY OF YUMA  
PURCHASING DIVISION  
NOTICE OF INVITATION FOR FORMAL BID**



**BID NUMBER: 2016-20000024**

**BID TITLE: Slurry Seal Services**

**BID DUE DATE AND TIME:**

**Tuesday, September 15, 2015 @ 2:00 pm Arizona Time**

**SCOPE OF WORK: Purchase and Delivery of Slurry Seal Services. This will be a one-year contract with the option to renew for four additional one-year periods, one period at a time based on performance and availability of funds.**

**BID OPENING AND SUBMITTAL LOCATION:**

Please submit your bid to:

City of Yuma  
Purchasing Division  
One City Plaza  
Yuma, AZ 85364-1436

Vendor shall return the Bid Form in a sealed envelope that clearly identifies the bid number, vendor's name and address. Bids must be received in the office of Purchasing Division, One City Plaza, Yuma, Arizona 85364 no later than the time stated in the bid. The time/date recorder located in the Purchasing Division Office will be used to record the official time of receipt.

**SPECIAL NOTE:** All Bidders must register with [www.AZPurchasing.org](http://www.AZPurchasing.org). Please be advised if this solicitation is received by other than downloading the solicitation directly from [www.AZPurchasing.org](http://www.AZPurchasing.org), you may not receive all the required documents. The City of Yuma will not accept any bids that are not on a City of Yuma Bid Form, which accompanies this solicitation.

**VENDORS ARE STRONGLY ENCOURAGED TO  
CAREFULLY READ THE ENTIRE BID.**

**CITY OF YUMA  
Slurry Seal Services  
Bid #2010000419**

**2/3/2016**

**American Pavement Preservation, LLC  
Las Vegas, NV**

**Vendor Contact:  
ericr@americanpave.com**

**Eric Reimschiessel @ (702) 249-5811 or**

**Delivery: 45 Days ARO**

**Payment: Net 30 Days**

- |  |          |
|--|----------|
| 1. Emulsified Asphalt to be CQS-1H   |          |
| 2. Type II Slurry Seal with CQS-1H TR (Tire Rubber Modified) or LMCQS                                      |          |
| 12 lbs   | \$1.1530 |
| 13 lbs   | \$1.2490 |
| 14 lbs   | \$1.3450 |
| 15 lbs   | \$1.4400 |
| 16 lbs   | \$1.5300 |
| 3. Type III Slurry Seal CQS-1H (TR) (Tire Rubber Modified)   | \$1.9200 |
| 18 to 20 lbs   |          |
| 4. Any additional lbs per sq yd of aggregate would be \$.0961 per lb per sq yd over the 12 lb agreed price |          |

016012



**City of YUMA**

Purchase Order Number Must Appear  
On All Invoices, Bill of Lading and Any  
Correspondence.

**Bill To**  
City of Yuma - Accounting  
One City Plaza  
YUMA, AZ 85364  
[Payables@YumaAZ.Gov](mailto:Payables@YumaAZ.Gov)

**Ship To**  
Street Division  
155 W 14th St  
Yuma, AZ 85364

**Purchase Order**  
No. 2016-40000388  
  
11/22/15

**Vendor** 112143 AMERICAN PAVEMENT PRESERVATION  
LLC

**Deliver by** 10/20/16

**Contact**  
AMERICAN PAVEMENT PRESERVATION LLC  
4725 E CARTIER AVENUE  
LAS VEGAS, NV 89115

**Bid #** 2016-20000024 1 of 5  
**Freight Terms**  
**Buyer** MARY E ROMAN  
**Contract #**  
**Purchasing** (928) 373-5114

Quantity	U/M	Description	Unit Cost	Total Cost
250000.0000	DL	Reseal	\$1.0000	\$250,000.00
<b>Item Description</b> TYPE 2 AND TYPE 3 SLURRY SEAL				
<b>Detail Description</b> To be ordered as needed:				
		1. Emulsified Asphalt CQS -1H -	\$1.017	
		2. Type II Slurry Seal with CQS-1H TR -	\$1.153	
		(TR - Tire Rubber Modified)		
<b>G/L Account</b>		<b>Project</b>	<b>Amount</b>	<b>Percent</b>
101-40-31-STPM.6501 (Maintenance of Facilities)				100.00%

**Total** \$250,000.00

**Authorized Signature** 

**Special Instructions**  
Approved by Council - October 21, 2015  
Vendor Contact: Eric Reimschuessel @ (702)507-5444; [ericr@americanpave.com](mailto:ericr@americanpave.com)  
City of Yuma Contact Martin Agundez @ (928) 373-4548

**SLURRY SEAL SERVICES  
BID FORM**

**COPY**

**INSTRUCTIONS: COMPLETE THE SHADED AREAS ONLY.** Return this completed document in a sealed envelope by mail to: City of Yuma, Purchasing Division, One City Plaza, Yuma, Arizona 85364-1436, with the bid number, vendor's name and address. Return no later than the time and date as stated in the bid. For best results, please complete this as a fill form and do not hand write your data. No other price pages or format acceptable.

The Vendor hereby offers and agrees to furnish, deliver and install materials, labor and all costs associated and in compliance with all terms, conditions, specifications, and any addenda to this bid. Failure to comply with the aforementioned may result in disqualification of the bid.

Prices quoted must remain firm - fixed prices for the first TWELVE (12) months, renewable for four (4) additional one year terms, one year at a time. It will be the vendor's responsibility to notify City of any price change thirty (30) days prior to the anniversary date of contract renewal. Failure to do so may result in the denial of any increase requested. The contract will automatically be renewed annually at the same price (s) if no request has been received.

In the event of an unpredictable change in the market that affects the then current contract price, the Vendor may submit justification for a price adjustment. The Contract Administrator and Purchasing Agent will review the justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original contract terms. The Purchasing Agent will be the final authority on any price adjustment due to unpredictable market change. If the Vendor, Manufacturer or Supplier at anytime during the course of this contract, makes a general price decrease to the Vendor, the Vendor must promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

**SPECIAL NOTE:** All Bidders must register with [www.AZPurchasing.org](http://www.AZPurchasing.org). Please be advised if the solicitation accompanying this Bid Form is received by other than downloading the solicitation directly from [www.AZPurchasing.org](http://www.AZPurchasing.org), you may not receive all the required documents. The City of Yuma will not accept any bids that are not on this Bid Form.

**Delivery is guaranteed within: 15 days, after Receipt of Order (ARO)?**

Date **September 15, 2015**

To: City of Yuma, Yuma, Arizona

From: Vendor (Business Name)	Owner's Name
<b>American Pavment Preservation</b>	<b>APP Holdings</b>

Physical Business Address (No PO Box)

**4725 East Cartier Avenue**

Mark if City or Town

City  Town

County

**Clark County Nevada**

City

**Las Vegas**

State & ZIP

**Nevada 89115**

Telephone Number

**702-507-5444**

Cellular Telephone Number

**702-249-5811**

Fax

**702-644-0128**

E-mail Address

**ericr@americanpave.com**

## SLURRY SEAL SERVICES BID FORM

ITEM NO.	DESCRIPTION	EST QTY	UOM	UNIT COST	TOTAL COST
1.	Emulsified Asphalt to be CQS-1H	200,000	Sq Yds	\$1.017	\$203,400.00
2.	Type II Slurry Seal with CQS-1H TR (Tire Rubber Modified)	200,000	Sq Yds	\$1.153	\$230,600.00
PROMPT PAYMENT DISCOUNT: As stated in the "Standard Terms & Conditions", "Discounts" the price(s) quoted herein can be discounted by:		0	%, if payment is made within	30	<u>days.</u>
NOTE: Unless Prompt Payment Discount is specified above, A NET/30 will be considered in determining the bid award.					
Federal Taxpayer ID # 88-0453460					
This number will be in the format of XX-XXXXXXX or XXX-XX-XXXX, meaning that a taxpayer ID number is nine numbers only, no letters, and the format is for an employer ID number or a social security number. Do not list your State tax license number here.					
Name of your City Las Vegas Nevada					
Your City's Sales Tax % 8.10%					
City of Yuma Business License # CNTR 006718 01 2015					
Is your Business located in the City Limits of Yuma?					
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					
By signing this document, Vendor agrees that the offered products complies with all specifications and additional requirements as stated in this bid. If there are any specifications or requirements, which you cannot comply with, please name and describe the nonconformance in the area provided below.					
I hereby state the products I am offering complies with all specifications and requirements as stated in this bid, and any nonconformance issued have been recorded below:					
<b>Item No.</b>	<b>Found on Page #</b>				
If additional space is needed, please attach another sheet.					

# SLURRY SEAL SERVICES BID FORM

### Arizona Revised Statutes Compliance - Verification of Employment Eligibility

**Verification of Employment Eligibility:** Pursuant to A.R.S. § 41-4401, "After September 30, 2008, a government entity shall not award a contract to any Company or subcontractor that fails to comply with" the requirements of A.R.S. § 23-214. Section 23-214 imposes requirements upon employers to verify the employment eligibility of all its employees as set forth in that statute and its related definitions.

The City of Yuma will not enter into a contract with any Company or its providers or subcontractors that is/are not in compliance with the requirements of A.R.S. § 23-214. All bidders and proposers agree and acknowledge that the City of Yuma is relying on the representations set forth in this Verification of Employment Eligibility form and would not consider a bid or proposal without the completion of this form by the bidder or proposer.

By signing below, Company, as named below, represents and warrants that this company is 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 Company shall remain in compliance during the term of any (Contract)(Agreement) that it is awarded by the City of Yuma.

Company further represents and warrants that all providers or subcontractors providing goods or services under this (Contract)(Agreement) are in compliance with all federal, state, and local laws, rules and regulations regarding employment eligibility of all employees, including A.R.S. § 23-214, and that Company shall require all providers and subcontractors to remain in compliance during the term of any (Contract)(Agreement) that Company has with the City of Yuma.

Company shall defend, indemnify and hold the City of Yuma harmless from any loss, damage, expense, liability, penalty, claim, or fee (including reasonable attorneys fees) caused by or arising from, directly or indirectly, in whole or in part, any false or inaccurate representation set forth above, breach of any warranties set forth above, and/or any other failure to comply with A.R.S. § 23-214 or any other requirements of this Verification of Employment Eligibility form.

Under the provisions of A.R.S. § 41-4401, Company hereby warrants to the City that the Company and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and AIR'S. § 23-214(A) (hereinafter "Company Immigration Warranty").

A breach of the Company Immigration Warranty shall constitute a material breach of this Contract and shall subject the Company to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Company or Subcontractors employee who works on this Contract to ensure that the Company or Subcontractor is complying with the Company Immigration warranty. Company agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Company and any of subcontractors to ensure compliance with Company's Immigration Warranty. Company agrees to assist the City in regard to any random verification performed.

Neither the Company nor any Subcontractor shall be deemed to have materially breached the Company Immigration Warranty if the Company or Subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provision of this Article must be included in any contract the Company enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Company or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Respectfully Submitted (Physical Signature required below by Person Authorized to sign)



Vendor (Business Name)

**AMERICAN PAVEMENT PRESERVATION LLC**

Contact Name & Title

**Eric M. Reimschiessel**

Date **September 15, 2015**

**CITY OF YUMA**  
**BID #2016-20000024**  
**SLURRY SEAL SERVICES**

		<b>American Pavement Preservation Las Vegas, NV</b>	<b>Southwest Slurry Seal, Inc. Phoenix, AZ</b>	<b>VSS International Chandler, AZ</b>
	Est Qty - Sq Yds			
1.	Emulsified Asphalt to be CQS-1H	\$1.017 \$203,400.00	\$1.210 \$242,000.00	\$1.480 \$296,000.00
2.	Type II Slurry Seal with CQS-1H TR (Tire Rubber)	\$1.15 \$230,600.00	\$1.28 \$256,000.00	\$1.56 \$312,000.00

This information is not the official results but is for informational purposes only.  
Please contact the Purchasing Division for further information.

**Recommended Performance  
Guideline  
For  
Emulsified Asphalt Slurry Seal  
A105  
(Revised February 2010)**



**NOTICE**

It is not intended or recommended that this guideline be used as a verbatim specification. It should be used as an outline, helping user agencies establish their particular project specification. Users should understand that almost all geographical areas vary as to the availability of materials. An effort should be made to determine what materials are reasonably available, keeping in mind system compatibility and specific job requirements. Contact ISSA for answers to questions and for a list of ISSA member contractors and companies.

**International Slurry Surfacing Association  
#3 Church Circle, PMB 250  
Annapolis, MD 21401  
(410) 267-0023  
[www.slurry.org](http://www.slurry.org)**

## RECOMMENDED PERFORMANCE GUIDELINE FOR EMULSIFIED ASPHALT SLURRY SEAL

### 1. SCOPE

The intent of this guideline is to aid in the design, testing, quality control, measurement and payment procedures for the application of Emulsified Asphalt Slurry Seal Surfacing.

### 2. DESCRIPTION

Slurry seal shall consist of a mixture of an emulsified asphalt, mineral aggregate, water, and additives, proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Buyer's Authorized Representative (B.A.R.). The slurry seal shall be applied as a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant texture throughout its service life.

### 3. SPECIFICATIONS

It is not normally required to run all tests on every project. A compilation of results from the listed tests should be indicative of system performance. Failure to meet specification for an individual test does not necessarily disqualify the system. If, for example, the system to be used on the project has a record of good performance, individual requirements for testing may be waived. Agency and testing methods are listed in the appendix (see Appendix A) and form a part of this guideline.

### 4. MATERIALS

#### 4.1 EMULSIFIED ASPHALT

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 140 or ASTM D 977 for SS-1 or SS-1h. For CSS-1, CSS-1h, or CQS-1h, it shall meet the requirements of AASHTO M 208 or ASTM D 2397.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to indicate that the emulsion meets the specifications.

#### 4.2 AGGREGATE

##### 4.2.1 GENERAL

The mineral aggregate used shall be the type specified for the particular application requirements of the slurry seal. The aggregate shall be crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation to be used.

#### 4.2.2 QUALITY TESTS

The aggregate should meet agency specified polishing values and these minimum requirements:

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T 176	D 2419	45 Minimum
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	T 104	C 88	15% Maximum w/Na <sub>2</sub> SO <sub>4</sub> 25% Maximum w/MgSO <sub>4</sub>
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine <sup>1</sup>	T 96	C 131	35% Maximum

<sup>1</sup>The abrasion test is run on the parent aggregate.

#### 4.2.3 GRADATION

When tested in accordance with AASHTO T 27 (ASTM C 136) and AASHTO T 11 (ASTM C 117), the mix design aggregate gradation shall be within one of the following bands (or one recognized by the local paving authority):

SIEVE SIZE	TYPE I PERCENT PASSING	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE FROM THE MIX DESIGN GRADATION
3/8 (9.5 mm)	100	100	100	
# 4 (4.75 mm)	100	90 - 100	70 - 90	± 5%
# 8 (2.36 mm)	90 - 100	65 - 90	45 - 70	± 5%
# 16 (1.18 mm)	65 - 90	45 - 70	28 - 50	± 5%
# 30 (600 um)	40 - 65	30 - 50	19 - 34	± 5%
# 50 (330 um)	25 - 42	18 - 30	12 - 25	± 4%
#100 (150 um)	15 - 30	10 - 21	7 - 18	± 3%
#200 (75 um)	10 - 20	5 - 15	5 - 15	± 2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on five gradation tests sampled according to AASHTO T 2 (ASTM D 75). If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be

accepted. If the average of those test results is out of specification or tolerance, the contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Materials used in blending must meet the required aggregate quality test specifications in Section 4.2.2 before blending and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design.

Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

**Type I.** This aggregate gradation is used to fill surface voids, address moderate surface distresses, and provide protection from the elements. The fineness of this mixture provides the ability for some crack penetration.

**Type II.** This aggregate gradation is used to fill surface voids, address more severe surface distresses, seal, and provide a durable wearing surface.

**Type III.** This aggregate gradation provides maximum skid resistance and an improved wearing surface.

#### 4.3 MINERAL FILLER

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design. Typical use levels are normally 0.0 - 3.0 percent and may be considered part of the aggregate gradation.

#### 4.4 WATER

The water shall be free of harmful salts and contaminants. If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.

#### 4.5 ADDITIVES

Additives may be used to accelerate or retard the break/set of the slurry seal. Appropriate additives, and their applicable use range, should be approved by the laboratory as part of the mix design.

### 5. LABORATORY EVALUATION

#### 5.1 GENERAL

Before work begins, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing Emulsified Asphalt Slurry Seal Surfacing. After the mix design has been approved, no material substitution will be permitted unless approved by the B.A.R.

ISSA can provide a list of laboratories experienced in slurry seal design.

## 5.2 MIX DESIGN

Compatibility of the aggregate, emulsified asphalt, water, mineral filler and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the contractor for the project. Recommended tests and values are as follows:

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77°F (25°C)	TB 113	Controllable to 180 Seconds Minimum
Slurry Seal Consistency	TB 106	0.79 – 1.18 inches (2.0 – 3.0 cm)
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139 (For quick-traffic systems)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss One-hour Soak	TB 100	75 g/ft <sup>2</sup> (807 g/m <sup>2</sup> ) Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109 (Critical in heavy-traffic areas)	50 g/ft <sup>2</sup> (538 g/m <sup>2</sup> ) Maximum

The Wet Track Abrasion Test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content required in a slurry seal system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. ISSA TB 136 describes potential causes for inconsistent results of the Wet Track Abrasion Test.

The mixing test is used to predict the time the material can be mixed before it begins to break. It can be a good reference check to verify consistent sources of material. The laboratory should verify that mix and set times are appropriate for the climatic conditions expected during the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29). The report must clearly show the proportions of aggregate, mineral filler (if used) and emulsified asphalt based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Based on field conditions, adjustments within the specific ranges of the mix design may be required.

The component materials shall be designed within the following limits:

COMPONENT MATERIALS	SUGGESTED LIMITS
Residual Asphalt	Type I: 10 - 16% Type II: 7.5 - 13.5% Type III: 6.5 - 12% (Based on dry weight of aggregate)
Mineral Filler	0.0 - 3.0% (Based on dry weight of aggregate)
Additives	As needed
Water	As required to produce proper mix consistency

### 5.3 MIX TOLERANCES

Tolerances for the slurry seal mixture are as follows:

- a. After the residual asphalt content is determined, a variation  $\pm 1\%$  by weight of dry aggregate will be permitted.
- b. The slurry consistency, as determined according to ISSA TB No. 106, shall not vary more than  $\pm 0.2"$  ( $\pm 0.5$  cm) from the job mix formula after field adjustments.
- c. The rate of application shall not vary more than  $\pm 2$  lb/yd<sup>2</sup> ( $\pm 1.1$  kg/m<sup>2</sup>) when the surface texture does not vary significantly.

## 6. EQUIPMENT

### 6.1 GENERAL

All equipment, tools, and machines used in the application of slurry seal shall be maintained in satisfactory working condition at all times.

### 6.2 MIXING EQUIPMENT

The machine shall be specifically designed and manufactured to apply slurry seal. The material shall be mixed by an automatic-sequenced, self-propelled, slurry seal mixing machine of either truck-mounted or continuous-run design. Continuous-run machines are those that are equipped to self-load materials while continuing to apply slurry seal. Either type machine shall be able to accurately deliver and proportion the mix components through a mixer and to discharge the mixed product on a continuous-flow basis. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

The B.A.R. should decide which type of equipment best suits the specific project. In some cases, truck-mounted machines may be more suited, i.e. cul-de-sacs, small narrow roadways, parking lots, etc. On some projects, continuous-run equipment may be chosen due to the continuity of mix and the reduction of start-up joints. Generally, truck-mounted machines or continuous-run machines may be used on similar projects.

If continuous-run equipment is used, the machine shall provide the operator with full control of the forward and reverse speeds during application of the slurry seal. It shall be equipped with a self-loading device and opposite-side driver stations. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

### 6.3 PROPORTIONING DEVICES

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. These proportioning devices are used in material calibration to determine the material output at any time.

### 6.4 SPREADING EQUIPMENT

The mixture shall be placed uniformly by means of a spreader box attached to the paver and mechanically equipped, if necessary, to agitate and spread the material evenly throughout the box. With some quick-set systems, mechanical agitation may extend mix time. The slurry seal mixture shall have the proper consistency as it enters the spreader box. Spraying of additional water into the spreader box will not be permitted.

A front seal shall be utilized to ensure no loss of the mixture at the road contact point. The rear seal shall act as final strike-off and shall be adjustable. The spreader box and rear seal shall be designed and operated to provide uniform mix consistency behind the box. The spreader box shall have suitable means to side shift to compensate for variations in the pavement width. A burlap drag or other approved screed may be attached to the rear of the spreader box to provide a highly textured uniform surface. A drag stiffened by hardened slurry is ineffective and should be replaced immediately.

### 6.5 AUXILIARY EQUIPMENT

Suitable surface preparation equipment, traffic control equipment, hand tools, and other support and safety equipment necessary to perform the work shall be provided by the contractor.

## 7. CALIBRATION

Each mixing unit to be used in performance of the work shall be calibrated in the presence of the B.A.R. prior to the start of the project. Previous calibration documentation covering the exact materials to be used may be acceptable, provided the calibration was performed during the previous 60 days. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering devices. Any equipment replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been accepted. ISSA Inspector's Manual describes a method of machine calibration. ISSA contractors and/or machine manufacturers may also provide methods of machine calibration.

## 8. WEATHER LIMITATIONS

The slurry seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No slurry seal shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

## 9. NOTIFICATION AND TRAFFIC CONTROL

### 9.1 NOTIFICATION

Homeowners and businesses affected by the paving shall be notified at least one day in advance of the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be posted in written form, stating the time and date that the surfacing will take place. If necessary, signage alerting traffic to the intended project should be posted.

### 9.2 TRAFFIC CONTROL

Traffic control devices shall be in accordance with agency requirements and, if necessary, conform to the requirements of the Manual on Uniform Traffic Control Devices. Opening to traffic does not constitute acceptance of the work.

In areas that are subject to an increased rate of sharp-turning vehicles, additional time may be required for a more complete cure of the slurry seal mat to prevent damage. Tire marks may be evident in these areas after opening but typically diminish over time with rolling traffic.

## 10. SURFACE PREPARATION

### 10.1 GENERAL

Prior to applying the slurry seal, loose material, oil spots, vegetation, and other objectionable material shall be removed. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the slurry seal by a suitable method. The B.A.R. shall approve the surface preparation prior to surfacing.

### 10.2 TACK COAT

Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the emulsified asphalt should be SS, CSS, or the slurry seal emulsion. Consult with the slurry seal emulsion supplier to determine dilution stability. The tack coat may consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05-0.15 gal/yd<sup>2</sup> (0.23-0.68 l/m<sup>2</sup>). The tack coat shall be allowed to cure sufficiently before the application of slurry seal. If a tack coat is to be required, it must be noted in the project plans.

### 10.3 CRACKS

It is recommended to treat cracks wider than 0.25" (0.64cm) in the pavement surface with an approved crack sealer prior to application of the slurry seal.

## 11. APPLICATION

### 11.1 GENERAL

If required, it is recommended that a test strip be placed in conditions similar to those expected to be encountered during the project.

The surface may be wetted with water ahead of the spreader box. The rate of application of the water spray shall be adjusted during the day to suit temperature, surface texture, humidity, and dryness of the pavement. Pooling or standing water shall be avoided.

The slurry seal shall be of the desired consistency upon exiting the mixer. A sufficient amount of material shall be carried in all parts of the spreader box at all times so that complete coverage is achieved. Overloading of the spreader shall be avoided.

No lumping, balling, or unmixed aggregate shall be permitted.

Significant streaks, such as those caused by oversized aggregate or broken mix, shall not be left in the finished surface. If excessive streaking occurs, the job will be stopped until the cause of the problem has been corrected. Some situations may require screening the aggregate prior to loading it into the units going from the stockpile area to the jobsite.

### 11.2 RATE OF APPLICATION

The slurry seal mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. The average application rate shall be in accordance with the following table:

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATE
Type I	Parking Areas Urban and Residential Streets Airport Runways	8 - 12 lb/yd <sup>2</sup> (4.3 - 6.5 kg/m <sup>2</sup> )
Type II	Urban and Residential Streets Airport Runways	10 - 18 lb/yd <sup>2</sup> (5.4 - 9.8 kg/m <sup>2</sup> )
Type III	Primary and Interstate Routes	15 - 22 lb/yd <sup>2</sup> (8.1 - 12.0 kg/m <sup>2</sup> )

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight and gradation of the aggregate and the demand of the surface to which the slurry seal is being applied.

### 11.3 JOINTS

No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable equipment to produce a minimum number of longitudinal joints throughout the project. When possible, a longitudinal joint shall not be placed in a wheel path. Less than full box width passes will be used only as required. If less than full box width passes are used, they shall not be the last pass of any paved area. A maximum of 6" (15.2 cm) shall be allowed for overlap of longitudinal joints.

### 11.4 MIXTURE

The slurry seal shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.

### 11.5 HANDWORK

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be handworked shall be lightly dampened prior to mix placement. Handwork shall exhibit the same finish as that applied by the spreader box and shall be completed prior to final surfacing.

### 11.6 LINES

Care shall be taken to apply straight lines along curbs, shoulders, and intersections. No run-off on these areas will be permitted. Roofing felt or heavy plastic may be used to begin or end a pull cleanly. This also provides for easy removal of excess slurry.

### 11.7 ROLLING

Rolling is usually not necessary for slurry seal on roadways. Airports and parking areas should be rolled by a self-propelled, 10-ton (maximum) pneumatic tire roller equipped with a water spray system. All tires should be inflated per manufacturer's specifications. Rolling shall not start until the slurry has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of two (2) full coverage passes.

### 11.8 CLEAN UP

All utility access areas, gutters and intersections, shall have the slurry seal removed as specified by the B.A.R. The contractor shall remove any debris associated with the performance of the work on a daily basis.

## 12. QUALITY CONTROL

### 12.1 INSPECTION

Inspectors assigned to projects must be familiar with the materials, equipment and application of slurry seal. Local conditions and specific project requirements should be considered when determining the parameters of field inspection.

Proper mix consistency should be one of the major areas of inspector concern. If mixes are too dry, streaking, lumping and roughness will be present in the mat surface. Mixes applied too wet will flow excessively and not hold straight lane lines. Excessive liquids may also cause an asphalt-rich surface with segregation.

## 12.2 MATERIALS

To account for aggregate bulking, it is the responsibility of the contractor to check stockpile moisture content and to set the machine accordingly. At the B.A.R.'s discretion, material tests may be run on representative samples of the aggregate and emulsion. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet the specifications.

## 12.3 SLURRY SEAL

If required, representative samples of the slurry seal may be taken directly from the slurry unit(s). Consistency (ISSA TB No. 106) and residual asphalt content (ASTM D2172) tests may be run on the samples. Please note that the consistency test may not be applicable to certain Quick-Set and Quick-Traffic systems because of erratic results due to setting characteristics. If this test is run, it must be performed immediately after the sample is taken. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet specifications.

Data obtained from the proportioning devices on the slurry seal unit may be used to determine individual material quantities and application rate.

## 12.4 NON-COMPLIANCE

If any two successive tests fail on the stockpile aggregate, the job shall be stopped. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his expense, to prove to the B.A.R. that the problems have been corrected.

## 13. PAYMENT

The slurry seal shall be measured and paid for by the unit area or weight of aggregate and the weight of emulsion used on the work completed and accepted by the buyer. If paid by the weight of the aggregate and emulsified asphalt, the contractor shall submit to the B.A.R. certified delivery tickets which show quantities of each material delivered to the job site and used on the project. Payment shall be full compensation for all preparation, mixing and application of materials, and for all labor, equipment, tools, testing, cleaning, and incidentals necessary to complete the job as specified herein.

## APPENDIX A

### AGENCIES

AASHTO: American Association of State Highway and Transportation Officials  
 ASTM: American Society for Testing and Materials  
 ISSA: International Slurry Surfacing Association

### TEST METHODS

#### EMULSIFIED ASPHALT

AASHTO TEST NO.	ASTM TEST NO.	TEST
M 140	D 977	Standard Specification for Emulsified Asphalt
M 208	D 2397	Specification for Cationic Emulsified Asphalt
T 40	D 140	Sampling Bituminous Materials
T 59	D 244	Test Methods and Practices for Emulsified Asphalts
T 59	D 6997	Distillation of Emulsified Asphalt

#### AGGREGATE AND MINERAL FILLER

AASHTO TEST NO.	ASTM TEST NO.	TEST
T 176	D 2419	Sand Equivalent Value of Soils and Fine Aggregate
T 104	C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
96	C 131	Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine (This test should be performed on the parent rock that is used for crushing the finer gradation Micro Surfacing material.)
T 27	C 136	Sieve Analysis of Fine and Coarse Aggregates
T 11	C 117	Test Method for Materials Finer than 75µm (No. 200) Sieve in Mineral Aggregates by Washing
T 2	D 75	Sampling Aggregates
M 17	D 242	Mineral Filler for Bituminous Paving Mixtures
T 19	C 29	Bulk Density ("Unit Weight") and Voids In Aggregate

**APPENDIX A**  
**TEST METHODS (CONTINUED)**

**SLURRY SEAL SYSTEM**

ISSA TEST NO.	Test
TB 100	Test Method for Wet Track Abrasion of Slurry Surfaces
TB 101	Guide for Sampling Slurry Mix for Extraction Test
TB 106	Measurement of Slurry Seal Consistency
TB 109	Test Method for Measurement of Excess Asphalt in Bituminous Mixtures by Use of a Loaded-Wheel Tester
TB 111	Outline Guide Design Procedure for Slurry Seal
TB 112	Method of Estimate Slurry Seal Spread Rates and To Measure Pavement Macrotecture
TB 113	Trial Mix Procedure for Slurry Seal Design
TB 114	Wet Stripping Test for Cured Slurry Seal Mixes
TB 115	Determination of Slurry Seal Compatibility
TB 139	Method of Classified Emulsified Asphalt, Aggregate Mixtures by Modified Cohesion Test Measurement of Set and Cure Characteristics
A105	Design, Testing, and Construction of Slurry Seal

**NOTES:**

ASTM D 3910, Standard Practice for Design, Testing, and Construction of Slurry Seal, is a combined reference of the ISSA Test Bulletins listed above.

ASTM D 2172, Standard Test Methods for Quantitative Extraction of Bitumen From Bituminous Paving Mixtures, is referenced in Section 12.3.

ISSA A105  
Revised February 2010



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## SECTION 715

## SLURRY SEAL MATERIALS

## 715.1 GENERAL:

Slurry seal shall consist of a properly proportioned mixture of emulsified asphalt, mineral aggregate, mineral fillers, additives (if necessary), and water.

All material sources must be approved prior to their use. The Contractor will submit a job mix formula and if requested prequalifications for materials at least seven days prior to start of construction. When requested, additional samples will be furnished during the construction period at no cost to the Contracting Agency. This is a non-pay item.

## 715.2 AGGREGATE:

**715.2.1 Mineral Filler:** Mineral filler shall consist of finely divided matter, such as hydrated lime, Portland cement, limestone dust or fly ash, conforming to the requirements of ASTM D4318. Mineral filler shall be used only when needed to reduce the setting time, to improve the workability or to reduce the stripping characteristics of the aggregate emulsion mixture. The minimum amount of the required filler will be used and it will be considered as part of the blended aggregate. The expected range shall be between .25% and 2.0% by weight of aggregate.

**715.2.2 Mineral Aggregate:** Coarse and fine aggregates or approved mineral filler shall be per Section 701. The mineral filler will be considered as part of the blended aggregate. The material shall be non-plastic (ASTM D4318) with a sand equivalent (ASTM D2419) of at least 50. The abrasion loss (ASTM C131) shall not exceed 35 percent. Historical test data from source aggregate may be used that was run within the past two years. Mineral aggregates used shall be 100% crushed. No natural sand shall be allowed. The gradation of mineral aggregate without mineral filler shall conform to Table 715-1.

TABLE 715-1			
SLURRY SEAL AGGREGATE			
SIEVE SIZE	Type I % PASSING	Type II % PASSING	Type III % PASSING
3/8	100	100	100
No. 4	100	85/100	70/90
No. 8	90/100	65/90	45/70
No. 16	65/90	45/70	28/50
No. 30	40/60	30/50	19/34
No. 50	25/42	18/30	12/25
No. 100	15/30	10/21	7/18
No. 200	10/20	5/15	5/15
Emulsified Asphalt content as a % of Dry Wt. Of Aggregate (approx.) ASTM D3910 (W.T.A.T. TEST)	18	16	14
Residual Asphalt Range requirements % of Dry Wt. of Aggregate ASTM D3910 (W.T.A.T. TEST)	10-16	7.5-13	6.5-12
Pounds of Aggregate per Square Yard (approx.)	8-10	12-18	18-25

## 715.3 BITUMINOUS MATERIAL:

The emulsified asphalt used for seal coating shall be quick setting or slow setting as per Section 713.

## SECTION 715

Polymer modified cationic quick setting emulsion (PMCQS-1h) may be used when approved by the Engineer.

The quick setting emulsified asphalt shall be of the anionic or cationic quick set type such as QSH, CQSH, or PMCQS-1h that will react to chemically active mineral fillers such as Portland cement in such a way that the applied slurry mixture can support controlled traffic in 45-60 minutes after application. The amount of chemically active filler shall be determined by job mix formula and field performance.

Polymer modified cationic quick setting emulsion (PMCQS-1h) shall be homogeneous and the polymer used shall consist of either a solid polymer milled / blended into the asphalt or latex blended into the emulsifier solution prior to the emulsification process. The PMCQS-1h shall contain a minimum of three percent polymer and shall conform to Section 713.

Slow setting emulsion may be used when traffic control is not a critical item.

Quick Set Emulsion Mix Properties	
Slurry Seal Mixing, 70-85 degree F., Sec.	120 Sec. Min.
Slurry Seal Setting test, 70-85 degree F., 1 hour cure	No Brown Stain
Slurry Seal Water Resistance Test, 70-85 degree F., 30 minute cure	No More Than Slight Discoloration

Placement of slurry seal is temperature dependent and should be tested under field conditions.

### 715.4 WATER:

Water shall be potable and be compatible with the slurry ingredients used.

### 715.5 DETERMINATION OF JOB MIX FORMULA:

The job mixture shall be designed to provide a suitable surface for traffic conditions, climate and curing. All materials shall be pre-tested in a qualified laboratory to determine their suitability for use in the slurry seal. The Wet Track Abrasion Test (W.T.A.T.) will be used for design purposes to establish the mix design to be used in the specified slurry seal.

The test will show a maximum wear loss of 75 grams per square foot. Samples of materials to be used on the job shall be used to run the W.T.A.T. The test will be performed in accordance with ASTM D3910 Design Testing and Construction of Slurry Seal.

**715.5.1 Composition of Slurry Seal Mixtures:** The job mixture shall conform to the requirements of the contract documents. The mixture shall attain an initial set in not less than 5 minutes not more than one hour. In cases where the surface is not critical to be open to traffic, a longer set time may be allowed, however not to exceed 12 hours. The setting time may be adjusted by the addition or removal of approved mineral fillers or chemical agents. The mixture shall be one of three types whose combined aggregates conform to the graduation requirements of Table 715-1. The mixture shall be sufficiently free flowing to fill cracks in the pavement. The mixture shall not segregate during or after laydown. The mixture shall produce a skid-resistant surface.

**715.5.2 Trial Applications:** The Contractor shall place a test strip of 60 square yards in the area designated by the Engineer. The test section shall be placed using the same equipment and methods as will be used on the job. The slurry mixture placed in a test strip shall conform to the design mix as determined by the W.T.A.T. with minor variations to obtain crack filling, set time, pavement bond and a skid resistant texture. If the materials do not meet the requirements for fluidity, non-segregation, or surface texture, a new job mix shall be formulated and tested. Work shall not proceed before approval of design mix and acceptance following the placing of a test strip.

### 715.6 TEST CERTIFICATES & REPORTS:

Test certificates and reports for the bituminous material shall be furnished in accordance with Section 711.

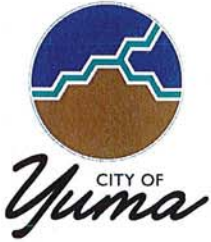
SECTION 715

715.7 CONVERSION OF QUANTITIES:

Volumetric conversions shall be accomplished in accordance with Section 713.

- *End of Section* -





Purchasing Division  
One City Plaza  
Yuma, AZ 85364  
(928) 373-5114  
(928) 373-5115  
(928) 373-5149 TTY  
[www.YumaAz.gov](http://www.YumaAz.gov)

## ADDENDUM

DATE: Monday, September 14, 2015  
TO: BID NO. 2016-20000024 – Slurry Seal Services  
FROM: PURCHASING – Mary E. Roman, Buyer  
SUBJECT: ADDENDUM NO. 1

NOTE: The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing and returning the entire addendum with the bid or proposal submittal.

### CLARIFICATION:

Question #1 I understand we are responsible for providing written notice to all residents, apartment managers, and business, but will we also be responsible for posting the signage for 'No Parking' or will the city be handling?

**Answer #1** *This is the contractors responsibility.*

Question #2 In protecting the pavement markers, does this include the center lines and striping or do we include the replacement costs for any Striping Replacement?

**Answer #2** *This does not include centerlines or striping.*

### ATTACHMENT:

***Formal2016-20000024 – Slurry Seal Services pdf file – pages 1 - 15***

Thank you  
Mary E. Roman, Buyer

***Company Name:*** \_\_\_\_\_

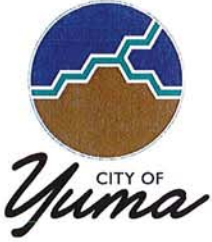
***Contact Person:*** \_\_\_\_\_

***Signature*** \_\_\_\_\_

***Phone Number:*** (       ) \_\_\_\_\_

***Fax Number:*** (       ) \_\_\_\_\_

***E-mail Address:*** \_\_\_\_\_



Purchasing Division  
One City Plaza  
Yuma, AZ 85364  
(928) 373-5114  
(928) 373-5115  
(928) 373-5149 TTY  
[www.YumaAz.gov](http://www.YumaAz.gov)

## ADDENDUM

DATE: Monday, September 14, 2015  
TO: BID NO. 2016-20000024 – Slurry Seal Services  
FROM: PURCHASING – Mary E. Roman, Buyer  
SUBJECT: ADDENDUM NO. 2

NOTE: The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing and returning the entire addendum with the bid or proposal submittal.

### CLARIFICATION:

Question #1 The answer to question #2 in the addendum (Addendum NO. 1) confuses me. So just for clarification, do we have to “cover and protect ALL pavement markings such as crosswalks, stop bars and left/right turn arrows from the slurry” as it says in paragraph A on page 14 of 15 of the bid documents?

**Answer #1** Yes.

Question #2 The answer to question #2 says protection is not necessary for centerlines and striping. I usually think of stop bars and crosswalks as “striping”. Also, if we protect pavement markings is there any concern of creating puddle areas?

**Answer #2** *Stop bars and crosswalks are pavement markings. The City has practice these efforts for the last 15 years.*

Thank you  
Mary E. Roman, Buyer

**Company Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Signature** \_\_\_\_\_

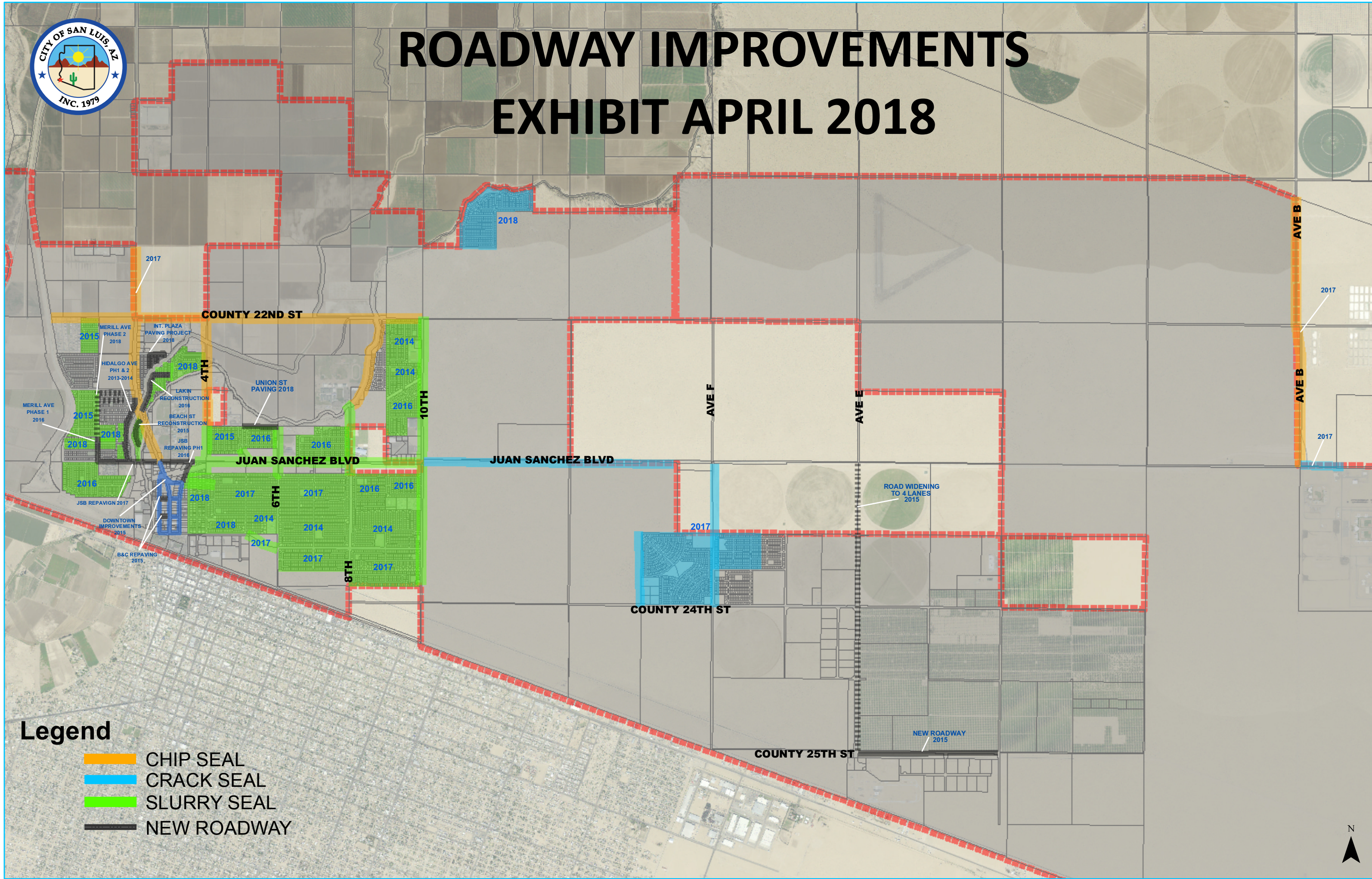
**Phone Number:** (       ) \_\_\_\_\_

**Fax Number:** (       ) \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_



# ROADWAY IMPROVEMENTS EXHIBIT APRIL 2018



## Legend

-  CHIP SEAL
-  CRACK SEAL
-  SLURRY SEAL
-  NEW ROADWAY





# Resolution

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

RESOLUTION NO. 878

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS,  
ARIZONA APPROVING AN INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT WITH THE CITY OF YUMA FOR PROFESSIONAL SERVICES .

Whereas, the City of San Luis desires to enter into an intergovernmental cooperative purchasing agreement with the City of Yuma; and

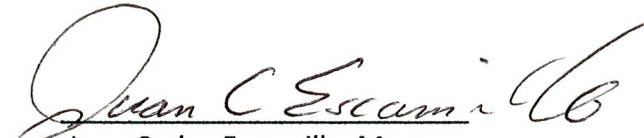
Whereas, the parties to the Intergovernmental Purchasing Agreement desire to enter said agreement;

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 Cooperative Purchasing Agreement as attached hereto as Exhibit "A", is hereby authorized 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 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 12<sup>th</sup> day of May, 2010.

  
Juan Carlos Escamilla, Mayor

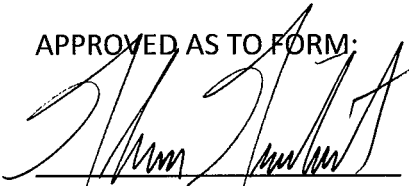
ATTEST:



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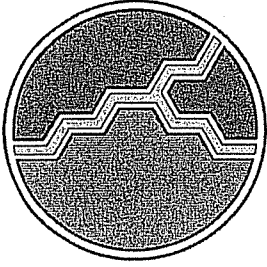
Sonia Cuello, City Clerk

APPROVED AS TO FORM:



---

Glenn Gimbut  
City Attorney



**City of YUMA**

July 16, 2010

Sharon E. Williams  
Development Services Director  
City of San Luis  
Box 3750  
1090 E. Union Street  
San Luis, AZ 85349

**RE: COOPERATIVE PURCHASE AGREEMENT WITH CITY OF YUMA**

Dear Ms. Williams:

Enclosed is your copy of the signed Cooperative Agreement between the City of Yuma and City of San Luis.

If you should have questions or I can be of help in utilization of this agreement, please call the number above.

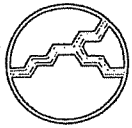
Sincerely,

Bill Pfannenstiel, CPPB  
Purchasing and Contracts Manager

/bp

encl: Approved Cooperative Purchase Agreement

**Purchasing Division**  
One City Plaza  
P. O. Box 13012  
Yuma, AZ 85366-3012  
(928) 373-5108 PHONE  
(928) 373-5109 FAX  
(928) 373-5149 TTY  
[www.YumaAz.gov](http://www.YumaAz.gov)



City of YUMA

Exhibit "A"

# CITY OF YUMA COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is entered into between the City of San Luis ("Contracting Agency") and the City of Yuma, Yuma, Arizona ("COY"), each being Eligible Public Procurement Units within A.R.S. § 41-2631 *et. Seq.*, for the purpose of allowing cooperative and reciprocal utilization of each Eligible Procurement Unit's requirements contracts with vendors for the procurement of supplies, services or construction.

In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. The party soliciting the requirements contract will determine the specifications, terms and conditions for products, materials and services.
2. The procurement will be conducted in accordance with the procuring party's Procurement Code and applicable local and state statutes, resulting in a "requirements contract" which may be utilized by other eligible procurement units.
3. The party soliciting the requirements contract may invite other eligible procurement units to participate in certain specific bids.
4. An eligible procurement unit utilizing another eligible procurement unit's requirements contract shall:
  - A. Insure that purchase orders issued against the requirements contract are in accordance with the terms and prices established in the original procurement.
  - B. Make timely payments to the vendor for all materials and services received in accordance with the terms and conditions of the original procurement. Payment for materials or services and inspection and acceptance of materials or services ordered by an eligible procurement unit shall be the exclusive obligation of such ordering unit.
  - C. Not use a requirements contract of another eligible procurement unit as a means for obtaining additional concessions or reduced prices for similar material or services by advertising or marketing the requirements contract to third parties.
  - D. Be solely responsible for the ordering of materials or services under this Agreement. The eligible procurement unit securing the original procurement shall not be liable in any fashion for any violation by another eligible procurement unit ordering under this Agreement.
  - E. Have the exclusive obligation of exercising any right or remedies for its orders under the requirements contract.
5. Either party may terminate this Agreement without notice if the other party fails to comply with the terms of a requirements contract of the party issuing the original solicitation.
6. Except as provided in Paragraph 5, either party may terminate this Agreement upon thirty (30) days written notice to the other party.
7. This Agreement shall be effective upon execution by the parties and continue until terminated in accordance with its terms and supersedes any and all previous cooperative purchasing agreements between the parties.

CITY OF YUMA/CITY OF SAN LUIS  
COOPERATIVE PURCHASE AGREEMENT  
Page 2 of 2

Dated this 8th day of July, 2010.

**CITY OF YUMA**

City of San Luis  
**ELIGIBLE PROCUREMENT UNIT**

BY:   
SIGNATURE

BY:  5.18.10  
SIGNATURE

Gregory K. Wilkinson  
PRINTED NAME

Ralph Velez  
PRINTED NAME

CITY ADMINISTRATOR  
TITLE

City Administrator  
TITLE



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6.E.

**Meeting Date:** 11/14/2018

**Department Head:** Eulogio Vera, Director of Public Works, Public Works Department

**Submitted By:** Eulogio Vera, Director of Public Works, Public Works Department

**Action Requested:** Motion

---

#### ITEM:

Discussion and possible action on any and all matters regarding the authorization to process payment to Yuma County Water Users' Association for the construction of three (3) outlet headwalls within the Main Drain Rights-of-Way. **(Eulogio Vera, Director of Public Works)**

#### SUMMARY:

Staff is requesting approval to process payment to Yuma County Water Users' Association for construction of three (3) stormwater outlet headwalls within the Main Drain Rights-of-Way. As part of the International Plaza I Improvements Project, two (2) storm drain outlet headwalls need to be upgraded to accept larger diameter discharge pipes. A third outlet headwall also needs to be installed on the International Plaza II side of the Main Drain extending the one built as part of the Lakin Drive Repaving Project. In the past projects, the City's contractors would have done this work, but Yuma County Water Users' Association now requires that they do the work themselves. Their scope would consist of building three (3) headwall for 24" diameter pipe with two (2) concrete piling each. One of the headwalls will also get 8' of 24" RGRCP pipe installed with it and one concrete tie-in collar. The estimated total cost for the construction of these headwalls is \$22,654.03. Payment of at least \$11,327.02 or approximately 50% of the estimated total job cost is required to be paid in advance to purchase materials.

Staff recommends paying \$12,000.00 at this time so that material can be ordered and the remaining of the cost upon completion of the project. Since the Yuma County Water Users require that the work be done themselves, no written quotes are required under the City Code-Purchasing Section 36.02 since the Yuma County Water Users are an exclusive service.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE CONTRACTING WITH THE YUMA COUNTY WATER USERS' ASSOCIATION FOR THE CONSTRUCTION OF THE THREE (3) STORMWATER OUTLET HEADWALLS, WHICH IS ESTIMATED TO COST \$22,654.03; AND I MOVE TO PAY YUMA COUNTY WATER USERS UP TO \$12,000 TO PURCHASE MATERIALS.**

N/A

---

#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	HURF
<b>TOTAL:</b>	\$22,654.03
<b>BUDGETED AMOUNT:</b>	\$0
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 200-210-90010 \$922,600.00**  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

Project of Upgrading three outlete headwalls for better drainage.  
Account 200-210-90010 HURF Capital Outlay Improvement Roads / Balance \$922,600.00

---

**Attachments**

YCWUA Proposal  
Headwall Locations

---



## YUMA COUNTY WATER USERS' ASSOCIATION

MAILING ADDRESS:  
POST OFFICE BOX 5775  
YUMA, ARIZONA 85366-5775  
OFFICE: (928) 627-8824

SHIPPING ADDRESS:  
3800 WEST COUNTY 15TH STREET  
SOMERTON, ARIZONA 85350  
FAX: (928) 627-3065

EMAIL ADDRESS:  
OFFICE@YCWUA.ORG

October 18, 2018

Eulogio Vera  
Director of Public Works  
P.O. Box 3750  
San Luis, AZ 85349

Re: USBR Main Drain, Discharge Project, International Plaza 1

Dear Eulogio,

Following up with YCWUA plan review and over the phone coordination, concerning the replacement of 2 existing storm drain discharge lines on the west side of the Main Drain at subject area and replacing the outlet headwall for 1 existing discharge on the east side of the Main Drain, the cost estimate and work description is summarized below.

The Yuma County Water Users' Association (Association) work for the USBR Main Drain, Discharge Project, International Plaza 1 includes mobilization, demolition/removal of existing structure and pipe, installation of approximately 52 L.F. of 24" HDPE pipe, and construction of 3 outlet structures. The work also includes some final field grading. The traffic control plan nor dewatering will not be part of the work to be completed by the Association. The City will provide/stake reference points and pot hole work as necessary.

The estimated total cost for the construction of subject project is \$42,718.68. Please refer to the following list for a work item breakdown:

<u>Description</u>	<u>Cost</u>
Mobilization	\$1,837.67
Demolition	\$3,394.75
Installation of ~52 L.F. of 24" HDPE	\$10,360.19
Materials	
- 100 L.F. of 24" HDPE	\$2,791.74
- 8 L.F. of 24" RGRCP	\$444.36
- 3 Outlet structures (includes 6 pilings)	\$18,837.00
- 1 Concrete Tie-In	\$1,207.50





**INTERNATIONAL  
PLAZA 1**

**MAIN  
DRAIN**

**INTERNATIONAL  
PLAZA 2**





## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6.F.

**Meeting Date:** 11/14/2018

**Department Head:** Lizandro Galaviz, Director of Parks & Recreation, Parks & Recreation Department

**Submitted By:** Crystal Fragozo, Administrative Assistant, Parks & Recreation Department

**Action Requested:** Motion  
Public Hearing

---

#### ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding recommendation of a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize the City of San Luis Parks and Recreation Department to sell alcohol at the Founders Day Celebration to be held on Saturday, December 08, 2018. **(Lizandro Galaviz, Director of Parks and Recreation)**

- A. Open public hearing
  - 1. Presentation by staff and/or applicant
  - 2. Call to the public on this item
- B. Close public hearing
- C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

#### SUMMARY:

The City of San Luis Parks & Recreation Department is requesting to sell alcohol at the 2018 Founders Day Celebration Event to be held on Saturday, December 08, 2018 from 4:00 p.m to 10:00 p.m. at the San Luis Joe Orduño Park. The City of San Luis, Parks and Recreation Department, will receive 50% of the alcohol sale proceeds and the San Luis FRONTERA Rotary will receive the remaining 50% of the alcohol sale proceeds.

#### RECOMMENDATION / SUGGESTED MOTION:

**A. I MOVE TO OPEN PUBLIC HEARING.**

- 1. Presentation by staff and/or applicant.
- 2. Call to the public on this item.

**B. I MOVE TO CLOSE PUBLIC HEARING.**

**C. I MOVE TO RECOMMEND APPROVAL TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR THE SPECIAL EVENT LIQUOR LICENSE AS PRESENTED.**

N/A

---

**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** NO  
**CITY/STATE/FEDERAL FUNDS:** N/A  
**TOTAL:** N/A  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

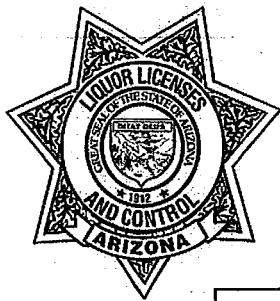
There is no associated fiscal impact with this item.

---

**Attachments**

Application for Special Event Liquor License - 2018 Founders Day Celebration

---



Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

FOR DLLC USE ONLY

Received Date:
Job #:
CSR:
License #:

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fees: \$25.00 per day for 1-10 days (consecutive) *Cash Checks or Money Orders Only*  
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

**IMPORTANT INFORMATION:** This document must be fully completed or it will be returned.  
 The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event.

**SECTION 1** Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Galaviz Lizandro R. 05/05/1970  
Last First Middle Date of Birth

2. Applicant's mailing address: PO Box 1170 San Luis Arizona 85349  
Street City State Zip

3. Applicant's home/cell phone: (928) 919-8613 Applicant's business phone: (928) 341-8535

4. Applicant's email address: lgalaviz@cityofsanluis.org

**SECTION 2** Name of Organization, Candidate or Political Party/Gov.: City of San Luis, Arizona

Name of Licensed Contractor (if any): \_\_\_\_\_

**SECTION 3** Non-Profit/IRS Tax Exempt Number: 86-0376164

**SECTION 4** Event Location: Joe Orduno Park

Event Address: 965 N. Park Ave

**SECTION 5** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

**PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY**

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>12/8/2018</u>	<u>Saturday</u>	<u>4:00 pm</u>	<u>11:59 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SECTION 6** What type of security and control measures will you take to prevent violations of liquor laws at this event?  
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

4 Number of Police 8 Number of Security Personnel  Fencing  Barriers

Explanation: Fencing and barricades will be placed around designated consumption area.  
Entrance and exit signs will be posted.

**SECTION 7** Will this event be held on a currently licensed premise and within the already approved premises?  Yes  No  
(If yes, Local Governing Body Signature not required)

\_\_\_\_\_  
Name of Business License Number Phone (Include Area Code)

**SECTION 8** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

*(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)*

**SECTION 9** What is the purpose of this event?

On-site consumption  Off-site (auction/wine/distilled spirits pull)  Both

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)
2. How many special event days have been issued to this organization during the calendar year? 2  
(The number cannot exceed 10 days per year.)
3. Is the organization using the services of a licensed contractor or other person to manage the sale or service of alcohol?  
 Yes  No (If yes, must be a licensed contractor or licensee of series 6, 7, 11, or 12)
4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name City of San Luis (Parks and Rec. Dept.) Percentage: 50 %

Address PO Box 1170 San Luis, Arizona 85349

Name San Luis Frontera Rotary Percentage: 50%

Address PO Box 13926 San Luis Arizona 85349

Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

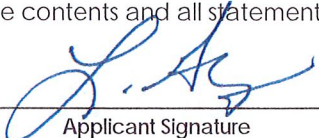
**SECTION 11** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. *Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.*

**NOTARY**

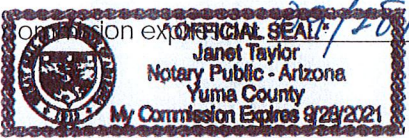
I, (Print Full Name) Lizandro R. Galaviz, hereby declare that I am the APPLICANT, I have read this document and verify the contents and all statements are true, correct and complete to the best of my knowledge.


X (Signature)  Applicant Signature

State of ARIZONA County of YUMA  
the foregoing instrument was acknowledged before me this

12ND of OCTOBER 2018  
Day Month Year

My Commission Expires 09/28/2021



  
Signature of NOTARY PUBLIC

MY COMMISSION EXPIRES - 09/28/2021

LOCAL GOVERNING BOARD

Date Received: \_\_\_\_\_

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(Government Official) (Title)

On behalf of \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
(City, Town, County)

DLLC USE ONLY

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

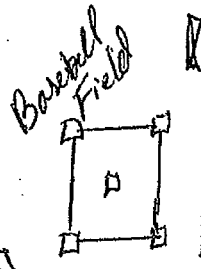
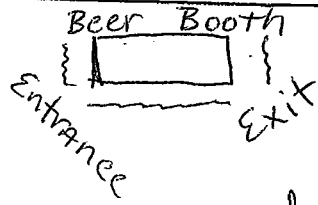
D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.0

NT ↑

# JOE ORDUNO PARK



Cesar Chavez Center

Softball Field

US-95 HWY (MAIN STREET)

Park Avenue

JUAN SANCHEZ Blvd



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

6.G.

**Meeting Date:** 11/14/2018

**Department Head:** Sonia Cornelio, City Clerk, City Clerk's Office

**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 a Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control to authorize St. Jude Thaddeus Parish to serve/sell alcohol at their Gala Dinner to be held November 30, 2018. **(Father Jose Abraham Guerrero, St. Jude Thaddeus Parish)**

- A. Open public hearing
  - 1. Presentation by staff and/or applicant
  - 2. Call to the public on this item
- B. Close public hearing
- C. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

#### SUMMARY:

St. Jude Thaddeus Parish wishes to serve/sell alcohol at their Gala Dinner to be held November 30, 2018, from 7:00 p.m. to 12:00 a.m. at 780 Cesar Chavez Street, San Luis, Arizona.

#### RECOMMENDATION / SUGGESTED MOTION:

**A. I MOVE TO OPEN PUBLIC HEARING.**

- 1. Presentation by staff and/or applicant
- 2. Call to the public on this item

**B. I MOVE TO CLOSE PUBLIC HEARING.**

**C. I MOVE TO RECOMMEND APPROVAL TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL THE APPLICATION FOR THE SPECIAL EVENT LIQUOR LICENSE OF ST. JUDE THADDEUS PARISH AS PRESENTED.**

N/A

#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	NO
<b>CITY/STATE/FEDERAL FUNDS:</b>	N/A
<b>TOTAL:</b>	N/A
<b>BUDGETED AMOUNT:</b>	N/A
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	N/A

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

There is no associated fiscal impact with this item.

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**Attachments**

St. Jude Application

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Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

RECEIVED

NOV - 7 2018

FOR DLLC USE ONLY

Received Date:
Job #:
CSR:
License #:

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fees: \$25.00 per day for 1-10 days (consecutive) Cash Checks or Money Orders Only  
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**IMPORTANT INFORMATION:** This document must be fully completed or it will be returned.  
 The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event.

**SECTION 1** Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Guerreiro Jose Abraham 03-16-1971  
Last First Middle Date of Birth

2. Applicant's mailing address: P.O. Box 2888 San Luis AZ 85349  
Street City State Zip

3. Applicant's home/cell phone: (520) 373-3207 Applicant's business phone: (928) 627-8011

4. Applicant's email address: SJTParish-SLA@hotmail.com

**SECTION 2** Name of Organization, Candidate or Political Party/Gov.: St Jude Thaddeus Parish.

Name of Licensed Contractor (if any): \_\_\_\_\_

**SECTION 3** Non-Profit/IRS Tax Exempt Number: \_\_\_\_\_

**SECTION 4** Event Location: 780 Cesar Chavez St, San Luis Az 85349

Event Address: 780 Cesar Chavez St San Luis Az 85349.

**SECTION 5** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

**PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY**

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>NOV-30-2018</u>	<u>Friday</u>	<u>7:00 PM</u>	<u>12: AM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SECTION 6** What type of security and control measures will you take to prevent violations of liquor laws at this event?  
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police \_\_\_\_\_ Number of Security Personnel \_\_\_\_\_  Fencing \_\_\_\_\_  Barriers \_\_\_\_\_

Explanation: Will have 2 police officers who will assist with the safety of the people present

**SECTION 7** Will this event be held on a currently licensed premise and within the already approved premises?  Yes  No  
(If yes, Local Governing Body Signature not required)

Name of Business \_\_\_\_\_

License Number \_\_\_\_\_

Phone (Include Area Code) \_\_\_\_\_

**SECTION 8** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- Place license in non-use  
 Dispense and serve all spirituous liquors under retailer's license  
 Dispense and serve all spirituous liquors under special event  
 Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

**SECTION 9** What is the purpose of this event?

- On-site consumption  Off-site (auction/wine/distilled spirits pull)  Both

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

- Yes  No (If yes, attach explanation.)

2. How many special event days have been issued to this organization during the calendar year? 2  
(The number cannot exceed 10 days per year.)

3. Is the organization using the services of a licensed contractor or other person to manage the sale or service of alcohol?

- Yes  No (If yes, must be a licensed contractor or licensee of series 6, 7, 11, or 12)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name ST JOSE THADDEUS PARISH Percentage: 100%

Address 984 N MAIN STREET SAN LOUIS AZ 85349

Name \_\_\_\_\_ Percentage: \_\_\_\_\_

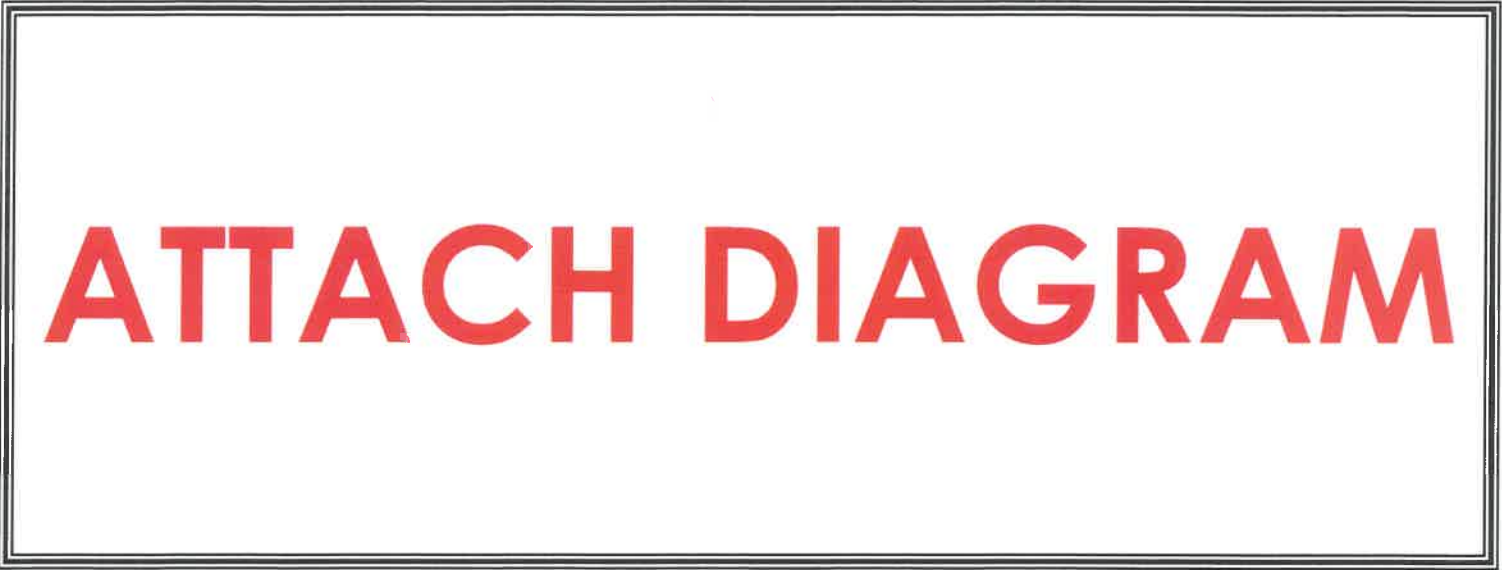
Address \_\_\_\_\_  
Street City State Zip

Please read A.R.S. § 4-203.02 Special event license: rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

**NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.**

**SECTION 11** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

**NOTARY**

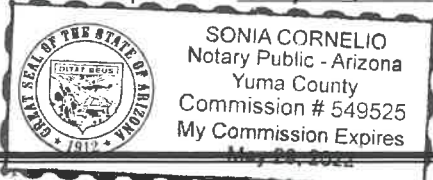
I, (Print Full Name) Jose Abraham Guerrero, hereby declare that I am the APPLICANT, I have read this document and verify the contents and all statements are true, correct and complete to the best of my knowledge.

X (Signature) Fr. Juan Juan Guerrero Applicant Signature

State of Arizona County of Yuma  
the foregoing instrument was acknowledged before me this

7th Day of November 2018 Month Year

My commission expires on: 5/28/2022

 SONIA CORNELIO  
Notary Public - Arizona  
Yuma County  
Commission # 549525  
My Commission Expires  
May 28, 2022

Sonia Cornelio  
Signature of NOTARY PUBLIC

13321 S STREET

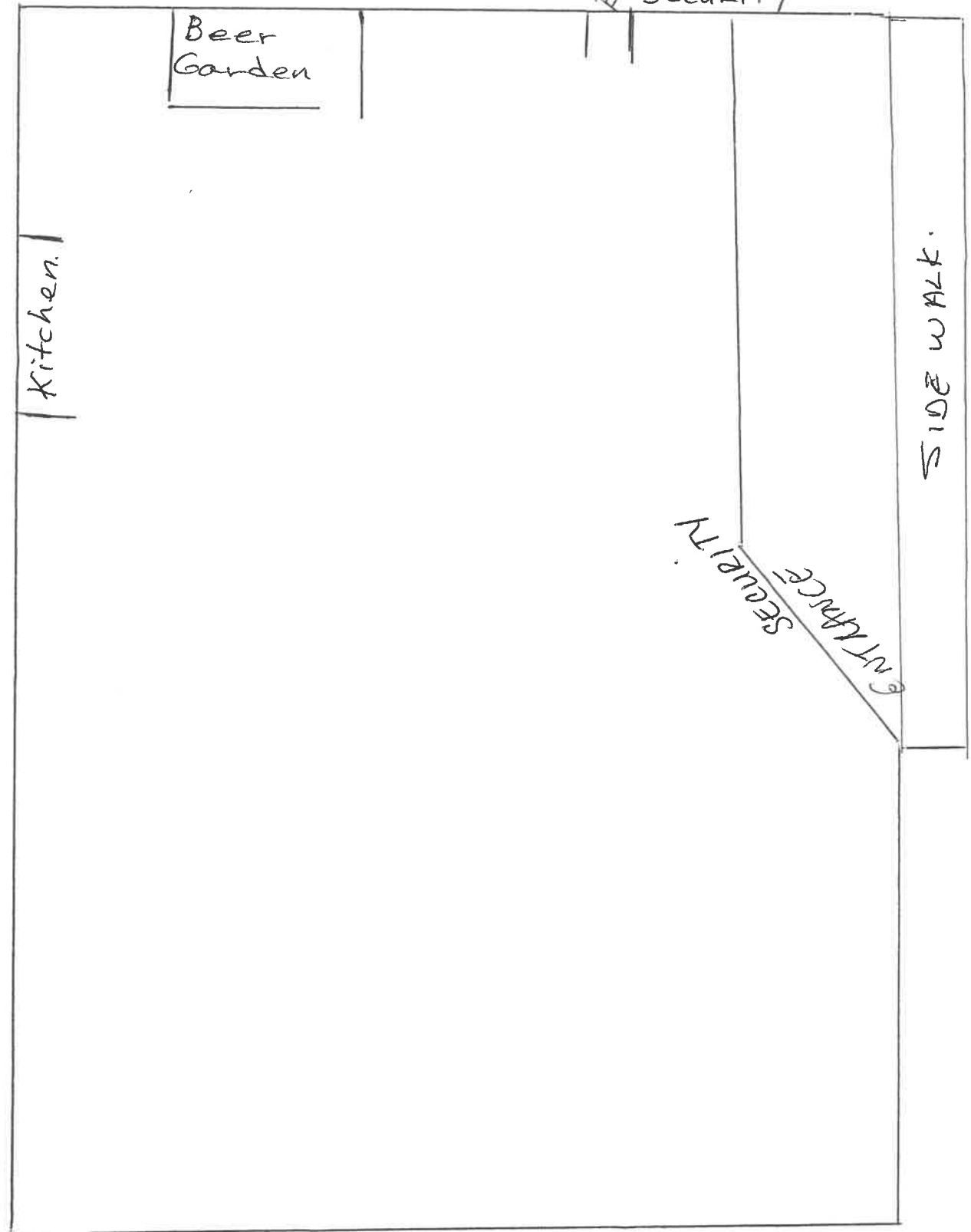
EXIT SECURITY

Beer Garden

Kitchen.

ENTRANCE SECURITY

SIDE WALK.



**LOCAL GOVERNING BOARD**

Date Received: \_\_\_\_\_

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(Government Official) (Title)

On behalf of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City, Town, County) Signature Date Phone

**DLLC USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

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F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.0



## AGENDA ITEM REVIEW FORM

### Regular City Council Meeting

9.

**Meeting Date:** 11/14/2018

**Department Head:** Kay Macuil, City Attorney, Attorney's Office

**Submitted By:** Kay Macuil, City Attorney, Attorney's Office

**Action Requested:** Motion

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#### ITEM:

##### EXECUTIVE SESSION

Vote to hold an Executive Session pursuant to A.R.S. §§38-431.03(A)(3)

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §38-431.03(A)(3) on any and all matters regarding discussion or consultation for legal advice with the city's attorneys regarding the Industrial Development Authority of San Luis issuing lending pursuant to A.R.S. 35-701 through 35-773 for a medical mall. **(Kay Marion Macuil, City Attorney)**

#### SUMMARY:

The city's attorneys can properly advise the Council by holding an executive session for the purposes described in the agenda item.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §§38-431.03(A)(3).**

Supporting information is not attached to this Agenda Item Review Form.

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** No

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

**AVAILABLE AMOUNT TO TRANSFER:** N/A

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

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

Fiscal impact does not apply to this agenda item because under ARS 38-431.03(D) no vote or decision may be taken in an executive session.

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