



NOTICE OF WORK SESSION

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 Work Session meeting at 6:30 p.m., Wednesday, November 7, 2018. The Work Session will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE SESION DE TRABAJO

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 Sesión de Trabajo a las 6:30 p.m., el día Miércoles, 7 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
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
November 7, 2018
6:30 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.

1. CALL TO ORDER/ROLL CALL

2. ITEMS FOR DISCUSSION ONLY

2. A. Discussion and possible directions to staff on any and all matters regarding Text Amendment Case No. 2018-0299. A request by the City of San Luis for a text amendment to San Luis City Code, Chapter 152 Zoning Regulations by amending and adding regulations to Section 152.121 Light Industrial (L-1) Zoning District. **(Jose A. Guzman, Director of Planning and Zoning)**

2. B. Discussion and possible directions to staff on any and all matters regarding the approval of a new filtration system for the San Luis Municipal Pool. **(Jesus Meza, Assistant Director of Parks and Recreation)**

2. C. Discussion and possible directions to staff 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)**

2. D. Discussion and possible directions to staff 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)**

3. ADJOURNMENT

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



AGENDA ITEM REVIEW FORM

Work Session

2.A.

Meeting Date: 11/07/2018

Department Head: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Submitted By: Jose A. Guzman, Director of Planning & Zoning, Planning & Zoning Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding Text Amendment Case No. 2018-0299. A request by the City of San Luis for a text amendment to San Luis City Code, Chapter 152 Zoning Regulations by amending and adding regulations to Section 152.121 Light Industrial (L-1) Zoning District. **(Jose A. Guzman, Director of Planning and Zoning)**

SUMMARY:

The purpose of the Light Industrial Zoning District is to provide for a mix of light manufacturing uses, offices, and limited open land uses in an attractive business park setting with proper screening and landscaping; all compatible with adjoining uses. It is intended that this district allows for employment bases through the establishment of high quality, planned industrial centers for corporate offices and indoor manufacturing uses.

Staff has received several requests for uses that seem appropriate and meet the purpose for this zoning district but are not listed as permitted uses or are too restrictive. The intent of this amendment is to make positive changes to the Light Industrial Zoning District and make it more compatible with the needs of our community based on the existing uses and requests received.

PLANNING AND ZONING COMMISSION MEETING:

The Planning and Zoning Commission held a public hearing for this item on their regular meeting of October 9, 2018. The Commission recommended approval of this request.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
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):

N/A

Attachments

Proposed Amendments

**TEXT AMENDMENT CASE NO. 2018-0299
LIGHT INDUSTRIAL ZONING DISTRICT
CITY OF SAN LUIS CODE- CHAPTER 152: ZONING REGULATIONS
PROPOSED AMENDMENTS BY STAFF**

Subsection 152.121 (B) of the San Luis City Code entitled “Permitted uses- “L-I” Zoning District” is proposed to read as follows:

(B) *Permitted uses - “L-I” Zoning District.*

- (1) Laboratories for research and product development.
- (2) Corporate offices/headquarters.
- (3) Broadcasting stations and studios and publishing facilities.
- (4) Assembling, fabrication, handling and packaging, treating, and renovating goods, merchandise, products and equipment, excluding agricultural products, provided that such uses shall conform to the following requirements:
 - (a) The primary use of the property is not the basic processing and compounding of raw materials;
 - (b) All activities pertaining to the actual manufacture or processing of the product involved shall be conducted entirely within an enclosed building(s);
 - (c) All outdoor storage of material or equipment, as ancillary to the primary use, shall occupy the rear one-half of the lot; and
 - (d) A masonry wall shall screen all outdoor storage of materials or equipment.
- (5) Limited retail commercial provided the product(s) sold at retail are the product(s) which are assembled, fabricated, handled, packaged, treated, or renovated as the primary use and the retail area does not exceed 10% of the total gross floor area.
- (6) Hospitals and outpatient clinics.
- (7) Public or private substance abuse, detoxification and treatment centers, and recovery centers.
- (8) Agri-business and aquaculture business provided such businesses are conducted within a completely enclosed building or under a roofed structure that is screened from all adjacent properties and public view.
- (9) Mini-storage facility except that no outdoor open storage will be allowed. A night watchman quarters, as a security provision, may be an accessory use.
- (10) RV and boat storage facility provided any outdoor storage area is enclosed on all sides by a solid fence or wall at least six feet in height.
- (11) Welding shops, contractors offices and contractors equipment yards provided the yard area is enclosed on all sides by a solid fence or wall at least six feet in height and no supplies, products, materials or equipment are stacked higher than the fence or wall.
- (12) Product distributorships, wholesale and warehouse facilities; excluding transfer facilities for general freight.
- (13) Equipment sales and rental, farm equipment and supplies stores.
- (14) Outdoor display areas for the sale of new manufactured homes provided all units

within public view and for public display shall be ground mounted, anchored and finished in a manner representative of the actual finished product.

(15) Retail sales conducted outdoors as a primary use, such as but not limited to; swap meets, flea markets and auctions.

(16) On-site child care center as an accessory use for the permitted industrial business. The facility shall comply with the State of Arizona Department of Health Services regulations for licensing.

(17) Mobile food vendors provided that such uses may not be located within any portion of the public right-of-way (including sidewalks).

(18) Mobile vendors provided that such uses may not be located within any portion of the public right-of-way (including sidewalks).

(19) Religious institutions.

(20) Towing and impound facilities provided any outdoor storage area is enclosed on all sides by a solid fence or wall at least six feet in height.

(21) Facility of storage yard for the transport of operable vehicles into Mexico provided any outdoor storage area is enclosed on all sides by a solid fence or wall at least six feet in height and vehicles should not be stored for a period longer than 30 days.

(22) Parking lot/terminal for farm worker buses.

Subsection 152.121(B) of the San Luis City Code entitled “Conditional uses – “L-I” Zoning District” is proposed to read as follows:

(C) Conditional uses - “L-I” Zoning District.

(1) Travel plazas or truck stops subject to the following:

~~(a) The lot or parcel for the travel plaza/truck stop use shall be no more than 500 feet from a state or federal highway interchange or right-of-way;~~

~~(b)~~(a) The minimum lot or parcel size shall be **205** acres;

~~(c)~~(b) All off-site public roadway improvements, including but not limited to: 1) right and left turn lanes and; 2) driveway and access points shall be in compliance with the American Association State Transportation and Highway Officials standards (AASTHO);

~~(d)~~(c) On-site improvements, including but not limited to: 1) turning radius; 2) drive aisle dimensions and; 3) parking stall dimensional standards shall be in compliance with the AASTHO standards;

~~(e)~~(d) Any fuel dispenser, perimeter of underground storage tanks or pumps shall be a minimum of one hundred (100') feet from any residential zoning district and at least forty (40') feet from any property line or public right-of-way line;

~~(f)~~(e) All vehicular parking along with the necessary maneuvering areas, drive aisles and driveways shall be contained on the same parcel or lot and shall be paved with asphalt or concrete to a sufficient thickness to withstand repeated vehicular traffic;

~~(s)~~(f) A 15 foot wide landscaped buffer area shall be provided along all property lines. There shall be no parking permitted within this buffer area;

~~(h)~~(g) Outdoor lighting standards shall be fully shielded, shall not exceed a height of 30 feet, and shall be in compliance with the regulations of §§ 152.275 through 152.282;

~~(H)~~(h) A masonry sound attenuation wall of at least six feet shall be installed along all property lines that abut or are adjacent to a residential zoning district or use;

~~(H)~~(i) Semi-truck washes and/or semi-truck polishing, semi-truck servicing, or semi-truck tires only when ancillary to an approved travel plaza/truck stop. All truck washing and/or polishing shall be under a canopied bay and all truck engine repairs shall be under a roofed structure if such amenities are provided;

~~(H)~~(j) A minimum of one toilet, one sink, and one hot shower provided for men and one toilet, one sink, and one hot shower provided for women, each designed for complete privacy, for each 20 truck parking spaces provided or fraction thereof;

~~(H)~~(k) A common use laundry facility shall be provided at a ratio of one washer and one dryer for each 20 truck parking spaces provided or fraction thereof; and

~~(m)~~(l) Parking stalls shall be in accordance to the parking standards in §§ 152.240 through 152.244.

- (2) Social health related services such as plasma centers, charity dining services, homeless shelters, day labor hiring centers, rescue missions, and other similar social service uses.
- (3) Warehouse and transfer facilities for general freight.
- (4) Public or private detention and correctional facilities and only after it has been found to be in compliance with all applicable federal and state regulations.
- (5) Wireless communication towers and antennas in accordance with the requirements of §§ 152.315 through 152.322.
- (6) Sexually oriented business. Subject to Chapter 113 Sexually Oriented Businesses of the City of San Luis City Code.
- (7) Medical marijuana dispensary, subject to the requirements found in § 152.225 Medical Marijuana Uses.
- (8) Medical marijuana dispensary offsite cultivation location, subject to the requirements found in § 152.225 Medical Marijuana Uses.
- (9) Refining, processing, or packaging of agricultural or edible food products.
- (10) Commercial uses compatible with the purpose of this district.**



AGENDA ITEM REVIEW FORM

Work Session

2.B.

Meeting Date: 11/07/2018

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff on any and all matters regarding the approval of a new filtration system for the San Luis Municipal Pool. **(Jesus Meza, Assistant Director of Parks and Recreation)**

SUMMARY:

The San Luis Municipal Pool has been very successful for years and has provided our community with great activities & classes for all ages. In order for the Municipal Pool to continue being successful, staff is requesting a new filtration system to replace the current filtration system.. The current filtration system has not been working very well and staff experienced issues with it this summer causing the Municipal Pool to close for a week. The new filtration system will help prevent this type of issues and provide better maintenance & chemical distribution to the Municipal Pool.

For this new fiscal year 2018-2019, the San Luis Municipal Pool was approved \$29,390.00 for a new filtration system. Pursuant to the San Luis Code Section 36.01 (D) for purchases costing between \$15,000.00 and \$34,999.99, the Parks and Recreation Department has obtained three (3) written quotes for aquatic filtration systems. The lowest of the three (3) quotes are from Exceptional Water Systems, LLC for the amount of \$35,434.34. However, the San Luis Municipal Pool was approved \$29,390.00 under the Capital Projects Budget FY19 for a new filtration system. Therefore, staff is seeking direction from Council regarding an increase of \$6,044.34 for staff to be able to purchase the new filtration system from Exceptional Water Systems, LLC.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$35,434.34
BUDGETED AMOUNT:	\$29,390.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-999-90000

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

N/A

Attachments

Exceptional Water Systems, LLC Quote

Malibu Jim's Oxygenated Pool & Hot Tub Quote

CopperStone Construction, Inc. Quote

Exceptional Water Systems, LLC

752 W. Keating Ave.
 Mesa, AZ 85210
 Phone # 480-694-4709 exceptionalwater@yahoo.com
 Fax # 480-984-1979
 License # 16562305

Estimate

Date	Estimate #
8/10/2018	11370

Company Name/ Address	Ship To
City of San Luis PO Box 1170 San Luis, AZ 85349	City of San Luis 965 N.Park Ave. San Luis, AZ 85349

P.O. No.	Rep	Account #	FOB	Project
	MJG			

Description	Qty	Rate	Total
Waterco Commercial Deep Bed Sand filter, 48" diameter, 12.18 sq ft surface area, 3" connections, 40" bed depth, ultra smooth filament finish, NSF approved, 10-Year warranty.	3	2,820.00	8,460.00T
MULTICYCLONE 70 XL COMMERCIAL 4" CONN	1	1,682.00	1,682.00T
Activate filter media, coarse, 25# bag. (28 bags each)	84	24.65	2,070.60T
Activate filter media, fine, 25# bag. (106 bags each)	318	24.65	7,838.70T
3" FlowVis Complete with Schedule 80 valve body.	1	455.40	455.40T
Freight	1	1,900.00	1,900.00
Installation Materials - flanges & bolt kits, 4" pipe & fittings, butterfly valve, 3" pipe, backwash valves, and fittings, 3" pipe, fittings & valves, misc hardware for installation.	1	3,097.50	3,097.50T
Installation - Remove old horizontal filters and filter manifolds with b/w valves and b/w manifold. Install new MultiCylone pre-filter, 3 new deep bed 48" sand filters with new filter manifold. Install new b/w valve system for each filter, install new glass filter media for each filter. Start up system, run b/w cycle for each filter, adjust valves for proper flow.	1	6,490.00	6,490.00
* customer responsible for disposal of old filters & media. *			
Travel Expenses to Include Hotel Accommodations, Food, Gas & Mileage.	1	1,540.00	1,540.00
Note: 50% of estimate due upon acceptance 50% due upon completion of project Incidental additional costs may occur			
Estimate is good for 30days from estimate date.			

Acceptance of estimate: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. _____ Accepted by:	_____ Date:	Subtotal	\$33,534.20
		Sales Tax (8.05%)	\$1,900.14
		Total	\$35,434.34

Malibu Jim's Oxygenated Pool & Hot Tub

PO Box 1404
Topanga, CA 90290
(213) 700-9725
malibujims@gmail.com

ESTIMATE

ADDRESS

City Of San Luis
PO Box 1170
San Luis, AZ 85349

ESTIMATE # 1011

DATE 09/13/2018

EXPIRATION DATE 11/13/2018

ACTIVITY	AMOUNT
Material (3) Waterco Commercial Deep Bed Sand filter, 48" diameter, 12.18 sq ft surface area, 3" connections, 40" bed depth, ultra smooth filament finish, NSF approved, 10-Year warranty.	12,298.00T
Material Multicyclone 70 XL Commercial 4" Connections	2,123.00T
Material Activate filter media, course, 25# bag. (28 bags each)	2,070.60T
Material Activate filter media, fine, 25# bag. (106 bags each)	7,838.70T
Material FlowVis flow meter for 2" & 2.5" pipe. #FV-C	150.00T
Shipping Shipping	2,100.00
Material Installation Materials - flanges & bolt kits, 4" pipe & fittings, butterfly valve, 3" pipe, backwash valves, and fittings, 2" pipe, fittings & valves, misc hardware for installation.	2,625.00T
Installation Installation - Remove old horizontal filters and filter manifolds with b/w valves and b/w manifold. Install 3 new deep bed 48" sand filters with new filter manifold. Install new b/w valve system for each filter, install new glass filter media for each filter. Start up system, run b/w cycle for each filter, adjust valves for proper flow.	6,385.00T

SUBTOTAL	35,590.30
TAX (8.05%)	2,695.97
TOTAL	\$38,286.27

Accepted By

Accepted Date

CopperStone Construction, Inc.

Proposal

478 West Leah Avenue
 Gilbert, AZ 85233

(480) 663-3042
 (480) 813-3563 Fax
 Res. & Comm. ROC191287 class KB-02

PROPOSAL #	PAGE	DATE
3245-617	1 of 1	9/12/2018

NAME/ADDRESS	PROJECT
City of San Luis 965 N. Park Ave. San Luis, AZ 85349	

ITEM	DESCRIPTION	TOTAL
	Waterco Commercial Deep Bed Sand filter, 48" diameter, 12.18 sq ft surface area, 3" connections, 40" bed depth, ultra smooth filament finish, NSF approved, 10-Year warranty. (3 each)	9,390.60T
	Activate filter media, course, 25# bag. (28 bags each)	2,275.00T
	Activate filter media, fine, 25# bag. (106 bags each)	8,935.12T
	3" FloVis complete including schedule 80 valve body (1 each)	519.16T
	Multicyclone 70 XL commercial 4" conn	1,934.30T
	Freight	2,300.00
	Installation Materials - flanges & bolt kits, 4" pipe & fittings, butterfly valve, 3" pipe, backwash valves, and fittings, misc hardware for installation.	3,469.20T
	Installation - Remove old horizontal filters and filter manifolds with b/w valves and b/w manifold. Install 1 new deep bed 48" sand filter with new filter manifold. Install new MultiCyclone pre-filter. Install new b/w valve system for each filter, install new glass	7,463.50
	filter media for each filter. Start up system, run b/w cycle for each filter, adjust valves for proper flow.	
	Travel expenses; meals, gas, accommodations	1,725.00
	Notes: 50% due upon acceptance of contract Balance due upon completion Additional costs may occur	
<p>Any alteration or deviation from above specifications involving extra cost will be executed only upon written change orders and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents or delays that are beyond our control. Owner is to carry fire, tornado and other necessary insurances upon above work. Workmen's compensation and public liability insurance on above work is to be taken out by Copper Stone Conctruction, Inc.</p> <p>Note: This proposal may be withdrawn by us if not accepted within 30 days.</p>		

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to sign for the work as specified. Payment will be made as outlined above. _____ Accepted by:		\$38,011.88
	(8.05%)	\$2,135.13
	TOTAL	\$40,147.01

Date: _____



AGENDA ITEM REVIEW FORM

Work Session

2.C.

Meeting Date: 11/07/2018

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff 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 to pay for the sewer portion of the project.

RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City/State
TOTAL:	\$483,315.00
BUDGETED AMOUNT:	\$493,704.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	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):	

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

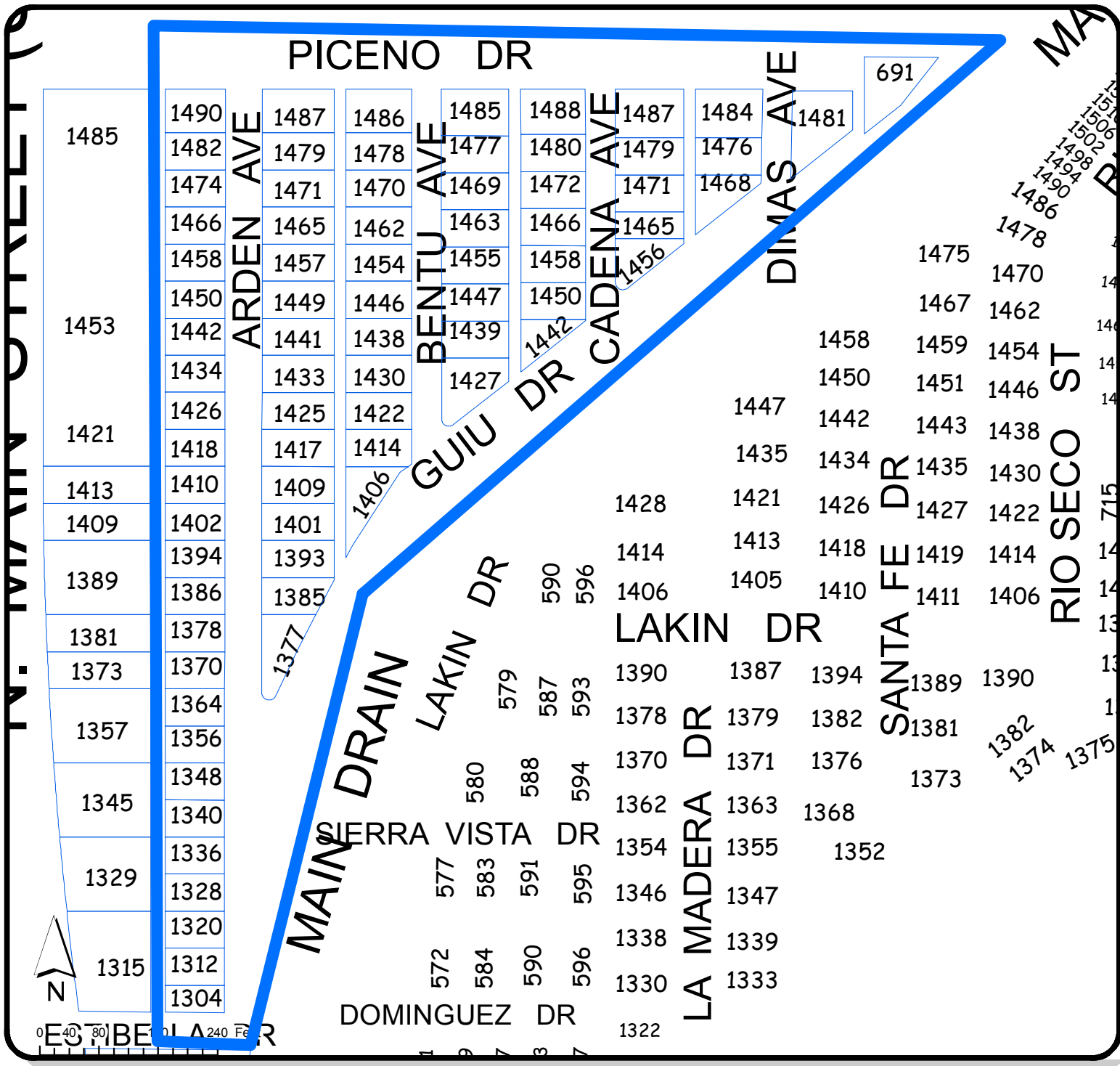
Additional expenditures are expected towards the cost of the construction and will require additional funding to complete the project. Staff is requesting Council's authorization to use up to \$50,000 from bond funds to pay for the sewer portion of the project.

Attachments

Map

Bid Tabulation

Construction Contract



Location Map

International Plaza- Residential

Date:
1/12/2017



Prepared By:
IG

Case No.

Checked By:

APPROVED BY:

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 18th, 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
TOTAL =				\$460,300.00	\$469,906.30	\$551,448.50	\$420,326.18				
5%				\$23,015.00	\$23,495.32	\$27,572.43	\$21,016.31				
TOTAL				\$483,315.00	\$493,401.62	\$579,020.93	\$441,342.49				

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 14th 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

Work Session

2.D.

Meeting Date: 11/07/2018

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

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

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion and possible directions to staff 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:

Discussion and possible directions to staff only, no action.

N/A

Fiscal Impact

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

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

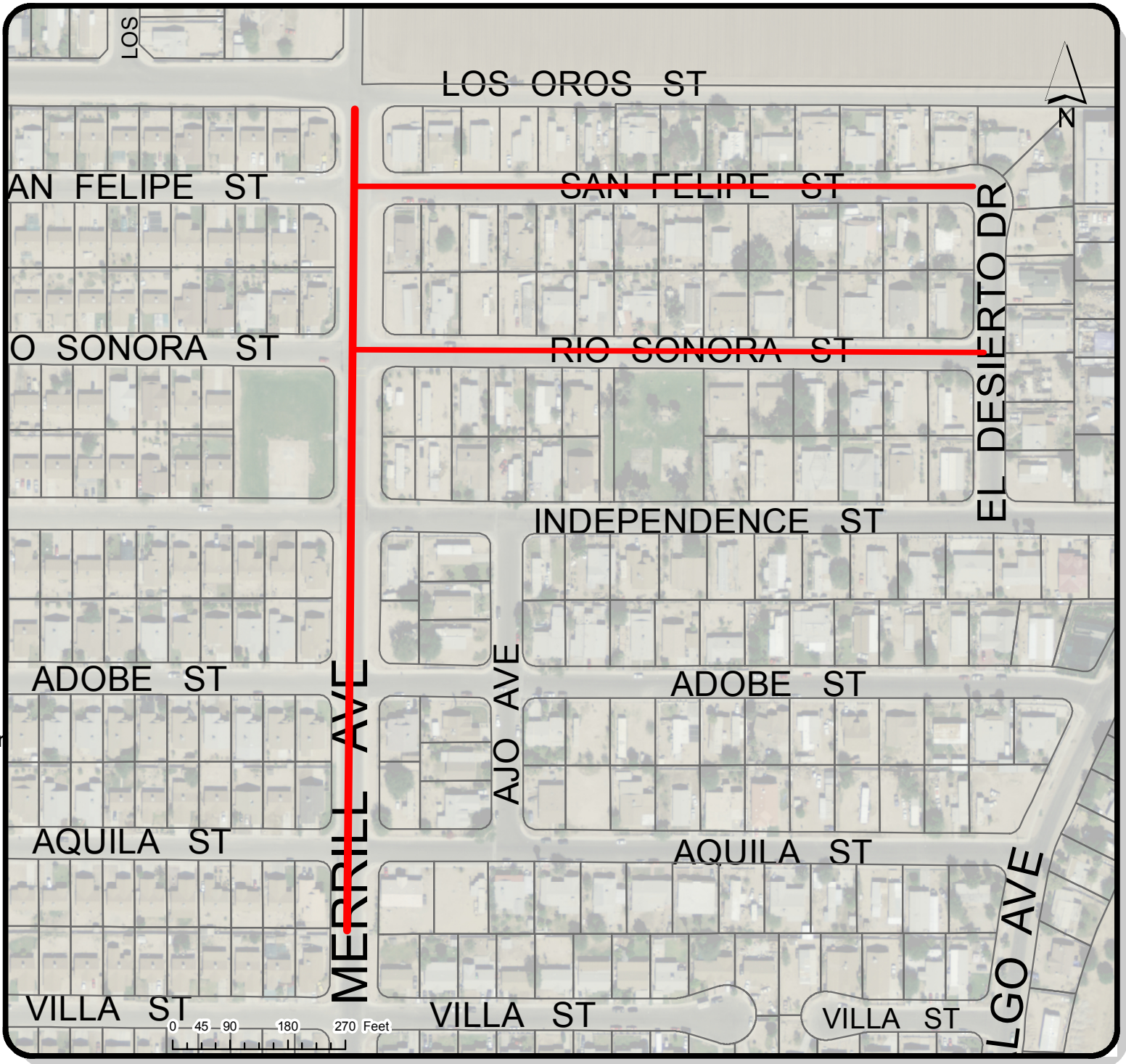
The project grant funds are insufficient to cover the cost of the construction and will require additional funding to complete the project. Staff is requesting Council's authorization to use up to \$70,000.00 from bond funds GL account 310-311-90015.350 to pay for the sewer portion of the project and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

Attachments

Map

Bid Evaluation

Contract



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				
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				
SUBTOTAL		\$277,748.25				\$550,550.00				\$272,923.23				\$550,671.48				
5% CONTINGENCY		\$13,887.41				\$27,527.50				\$13,646.16				\$27,533.57				
PROJECT TOTAL		\$291,635.66				\$578,077.50				\$286,569.39				\$578,205.05				
														\$121.48				
														\$6.07				
														\$127.55				

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 14th 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. Shiplet
CEMEX Construction Materials South, LLC
2088 E. 20th Street (by personal process or courier)
Yuma, Arizona 85366-2521

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 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