



NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 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, May 25, 2022. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. 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 or 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. §38-431.02, 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, 25 de Mayo del 2022. 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 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
May 25, 2022
7:00 p.m.

For the safety of the public during the COVID-19 pandemic, members of the public may attend the City Council's Regular Meeting on May 25, 2022, in person if the 6-foot distance can be maintained which is 27 people. However, members of the public may listen to the meeting's live audio stream on the City of San Luis' website <https://sanluisaz.gov/listenlive>. Recordings of the meetings will be available on the city's website <https://sanluisaz.gov/listenlive> after the meeting. Call to the Public will only be available to those attending the meeting in person.

PLEASE TAKE NOTICE THAT MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, BY TELEPHONE, OR BY 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.

Por la seguridad del público durante la pandemia COVID-19, habrá asistencia en persona para los miembros del público en la Junta Regular del Cabildo del 25 de Mayo del 2022, si la distancia de 6 pies puede mantenerse, que es de 27 personas. Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis <https://sanluisaz.gov/listenlive>. Las grabaciones de las reuniones estarán disponibles en el sitio web de la ciudad <https://sanluisaz.gov/listenlive> después de la reunión. Llamado al Público estara disponible solo a quienes asistan a la junta en persona.

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. EL ALCALDE O VICE-ALCALDE DE ESTA REUNIÓN PUEDE CAMBIAR EL ORDEN DE LOS TEMAS; SI ESTÁ AUTORIZADO POR LA LEY Y POR MAYORÍA DE VOTOS DE UN QUÓRUM DE MIEMBROS DEL CABILDO PRESENTES, SE LLEVARÁ A CABO UNA SESIÓN EJECUTIVA INMEDIATAMENTE DESPUÉS DE LA VOTACIÓN DE ACUERDO CON LOS ESTATUTOS DEL ESTADO DE ARIZONA A.R.S. §38-431.03 (A) Y LA REUNIÓN SERÁ TEMPORALMENTE RECESADA MIENTRAS EL CABILDO DE LA CIUDAD SE RETIRE A UNA SESIÓN EJECUTIVA QUE NO ESTARÁ ABIERTA AL PÚBLICO.

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **PROCLAMATION/PRESENTATION**
4. A. Proclamation - Men's Health Month June 2022

4. B. Presentation and recognition of the 2022 1st Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Maria Barajas, HR Coordinator)**
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**
- Work Session held May 4, 2022
- Regular Council meeting held May 11, 2022
- Budget Retreat held May 14, 2022
5. B. **Disbursements from May 3, 2022 to May 16, 2022**
Total Disbursements \$1,390,406.87
(One Million, Three Hundred Ninety Thousand, Four Hundred Six Dollars and Eighty-Seven Cents)
5. C. Discussion and possible action on any and all matters regarding the fiscal year 2022-2023 budget for City Council's contracts, contributions, sponsorships, dues, and subscriptions. **(Lizandro Galaviz, Acting City Manager)**
5. D. Discussion and possible action on any and all matters regarding the contract with Arizona Interagency Farmworkers Coalition, Inc for Fiscal Year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**
5. E. Discussion and possible action on any and all matters regarding the contract with the Comité De Bien Estar for the Cancer Support Group of Yuma County for Fiscal Year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**
5. F. Discussion and possible action on any and all matters regarding the contract with the Comité De Bien Estar, Inc. for the Off-Road Expo event in San Luis, Arizona for the fiscal year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**
6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
6. A. Discussion and possible update on any and all matters regarding the award of Construction Contract for Fire Station #2 to Merrill Development LLC. **(Angel Ramirez, Fire Chief)**
6. B. Discussion and possible action on any and all matters regarding a contract with James Davey and Associates, Inc., to provide engineering services for the Mesa Street Improvements Project. **(Jenny Torres, Economic Development Manager)**
6. C. Discussion and possible action on any and all matters regarding Council ratification of an emergency purchase of a new Solid Waste - Side loader truck. **(Eulogio Vera, Director of Public Works)**
6. D. Discussion and possible action on any and all matters regarding Council ratification of an emergency contract with Desert Excavating Inc. to lower and relocate water lines on north 4th Avenue. **(Eulogio Vera, Director of Public Works)**

- 6. E. Discussion and possible action on any and all matters regarding the award of a Construction Contract for the East San Luis Community Park County 24th Street Improvements. **(Eulogio Vera, Director of Public Works)**

- 6. F. Discussion and possible action on any and all matters regarding Order No. 2022-06. An Order of the Mayor and City Council of the City of San Luis, Arizona, implementing American Rescue Plan Act Funds for household assistance through a utility aid program and authorizing and directing the entering into an agreement with Western Arizona Council of Governments ("WACOG") to administer eligibility screening and other administrative services to reduce the negative economic impacts of the COVID-19 public health emergency. **(Edgar Esparza, Acting Billing & Collections Manager)**

- 6. G. Discussion and possible action on any and all matters regarding Order No. 2022-07. An order of the Mayor and City Council of the City of San Luis, Arizona, authorizing the extension of the public safety first responders emergency pay; repealing any conflicting provisions; and providing for severability. **(Lizandro Galaviz, Acting City Manager and Monica Castro, Finance Director)**

- 6. H. Discussion and possible action on any and all matters regarding Resolution No. 2218. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Intergovernmental Agreement between the City of San Luis and Yuma Union High School District (YUHSD) #70 for funds supporting the San Luis Police Department's participation in the School Resource Officer overtime assignment at the San Luis High School. **(Richard Jessup, Chief of Police)**

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. **ADJOURNMENT**



PROCLAMATION

Regular City Council Meeting

4. A.

Meeting Date: 05/25/2022

Title:

Proclamation - Men's Health Month June 2022

Attachments

Proclamation



Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

MEN'S HEALTH MONTH June 2022

WHEREAS, Men's Health Month is an opportunity to educate and focuses on a broad range of men's health issues, including prostate, testicular and colon cancer, heart disease, mental health, sexual and reproductive health, diabetes and substance abuse; and

WHEREAS, despite advances in medical technology and research, men continue to live an average of five years less than women with, Native American and African-American men having the lowest life expectancy; and

WHEREAS, educating the public and health care providers about the importance of a healthy lifestyle and early detection of male health problems will result in reducing rates of mortality from certain diseases; and

WHEREAS, men who are educated about the value of preventive health will be more likely to participate in health screenings, decreased high-risk behaviors and lead healthier and prolonged lives; and

WHEREAS, heightening the awareness of preventable health problems and increasing early detection and treatment of disease would significantly improve our nation's health; and

WHEREAS, the citizens of San Luis are encouraged to increase awareness of the importance of a healthy lifestyle, regular exercise, and medical check-ups.

NOW, THEREFORE BE IT RESOLVED, that, I, Gerardo Sanchez, Mayor of the City of San Luis, do hereby proclaim the month of June 2022 as "**Men's Health Month**" in the City of San Luis and encourage all our residents to pursue preventative health practices and early detection efforts.

DATED this 25th day of May 2022.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PRESENTATION

Regular City Council Meeting

4. B.

Meeting Date: 05/25/2022

Submitted By: Maria Barajas Gutierrez, Human Resources Department

Presentation Topic/Summary:

Presentation and recognition of the 2022 1st Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Maria Barajas, HR Coordinator)**

Attachments

1st Quarter Listing

2022 1st Quarter Employee Recognition & Awards Program (ERAP) Recipients

Years of Service

5 Years

Michelle L Boucher
Police Department

15 Years

Carlos F. Arciga
Fleet Services

25 Years

Antonio Sandoval
Public Works

Jesus A. Fregoso Pacheco
Parks Grounds

Ivan Velasco
Billing and Collections

Customer Service Award

Lupita Ochoa, Human Resources Department

Lupita goes above and beyond to provide excellent customer service to her coworkers. She is always on the move and still takes time to be polite, helpful, and gracious. Her job is overwhelming at times yet she always takes time to help solve a problem. Lupita is an excellent trainer. She has patience and knowledge, making the trainee more comfortable and confident during the training process. Lupita sets an excellent example for her coworkers.

Achievement Award

Waste Water Division, Public Works

Several months ago, the supervisor in charge, along with PACE Advanced Water Engineering, were working to change the ADEQ permit being solicited for the West Waste Water Treatment Plant. In the past, the ADEQ permit required analysis from multiple waste water samples which affected the City economically and gave extra work to the operators. During six months, the Waste Water Division worked together with the ADEQ Agency to obtain an amendment to reduce the water samples analysis (BOD and TSS) required for the ADEQ permit received on 2021. The new amendment for the ADEQ permit was approved on February 2022, after insistence and consideration of savings to our City of approximately \$45,000-\$48,000. Also, due to the modification done to the facility, the West Water Treatment Plant passed from Grade 4 to Grade 3, which will greatly benefit our City.

Award of Excellence

Parks Grounds, Parks

The Parks Grounds Crew goes above and beyond their duties and responsibilities by helping other departments during events and projects by ensuring that the required setup is in place, parks and streets are properly maintained and accessible for use, therefore enhancing the City's image. The following are some of the events where aid has been provided:

- Cesar Chavez Day
- Baseball All Star Game
- Safety Event
- Mascotamania
- Easter Egg Hunt

Additionally, the Parks Grounds Crew is always willing to aid other departments with the cleaning of the streets and boulevards. The crew was also in charge of the installation and maintenance of the recreational equipment that was installed at PPEP Park, the remodeling of playground areas, ramadas, and taking care of the trash cans. Our crew is always ready and able to aid in all City events and projects; we are the first ones to arrive and the last ones to leave making sure that everything is cleaned, stored, and maintained.

Safety Award

Yolanda Dueñas, Facilities

Ms. Dueñas is a great asset to our City. She strives to keep her team safe and is constantly looking for ways to provide safety for all of our City employees and buildings. Yolanda has played a big role, along with Risk Management, in reaching OSHA PEPP Program goals and safety corrections. We are thankful for having Ms. Dueñas as part of the safety program team. Ms. Dueñas does excellent work and is determined to continue to improve her and her department's performance every day.

Employee of the Quarter

Alfredo Leon, Facilities

Alfredo is a very professional, polite, humble, and friendly person who is always willing to help in everything that is needed. An excellent employee who always gives his best to any assignment and treats everyone with the utmost respect. A hard worker, Alfredo has demonstrated great leadership skills as crew leader whenever our supervisor is out of the office by providing us with instructions and the materials needed to complete tasks, make repairs, and provide maintenance to the City.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. A.

Meeting Date: 05/25/2022

Summary

MINUTES OF

- Work Session held May 4, 2022
 - Regular Council meeting held May 11, 2022
 - Budget Retreat held May 14, 2022
-

Attachments

5/4/2022 WS

5/11/2022 RCM

5/14/2022 BR

MINUTES
Work Session
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
May 4, 2022
6:30 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Work Session to order at approximately 6:02 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Africa Luna-Carrasco
Council Member Mario Buchanan Jr.
Council Member Luis Cabrera
Council Member Jose Ponce
Council Member Gloria Torres

ABSENT: Council Member Matias Rosales

OTHERS PRESENT: Lizandro Galaviz, Acting City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief
Derek Dueñas, Information Technology Manager
Doming Sosa, Graphic and Media Specialist
Eulogio Vera, Director of Public Works
Jose A. Guzman, Director of Planning & Zoning
Jose L. Cisneros, Executive Assistant
Miguel Ramirez, Accountant II
Monica Castro, Director of Finance
Roula Encinas, Accountant II
Yigal Duarte, Economic Development Assistant
Angelica Cifuentes, Off-Road Expo San Luis Committee
Columba Nuñez, Resident
Lizeth Servin, Off Road Expo San Luis
Tadeo A. De La Hoya, Resident
Manuel Castro, Gethsemani Food Ministry
Fernando Quiroz, Arizona Interagency Farmworkers Coalition
Abraham Andrade, Rolls and Bowls
Catalina Navarro, Reporter
Maria Esparza, Cancer Support Group
Annette Lagunas, Yuma County Humane Society
Antonio Carrillo, San Luis Film Festival & Blazing Desert ComicCon
Gregg LaVann, Greater Yuma Economic Development Corporation

Buna George, Greater Yuma Port Authority
Nazzer Mendez, 4FrontEd
Nieves Riedel, Resident
Maria Gonzalez, Resident

2. ITEMS FOR DISCUSSION ONLY:

2. A. Continuation of discussion, review, and possible directions to staff on any and all matters regarding the proposed City of San Luis Fiscal Year 2022-2023 Budget, City Council Contracts, Contributions, Sponsorships, and Dues. (Lizandro Galaviz, Acting City Manager)

Mr. Lizandro Galaviz, Acting City Manager, informed that staff is seeking City Council's direction on City Council Contracts, Contribution, Sponsorships, and Dues. He introduced Ms. Shelly Kreger, the Yuma County Area Transit (YCAT) executive director. He informed that YCAT this year is asking for a one-time contribution in addition to their yearly contribution.

Contractual Services

YCAT One-Time Contribution

Ms. Shelly Kreger, Executive Director from Yuma County Area Transit (YCAT), informed that the one-time contribution is multiple things since the inception of YCIPTA in 2010 up until she started working for them in 2012. She explained that YCIPTA started with no fund balance; there was only \$71,000.00 in the bank; then, they began operations of YCAT. She stated that YCAT had not increased member entity dues over the last ten (10) years because there have been in-kind contributions from Greyhound and Yuma County Services. Up until 2019, there were ok to make it from year to year as there was no carryover. However, in 2019, the company was in contract with National Express, the contractor for supplying the bus drivers, maintenance, etc. and the contract was ended due to lack of maintenance; YCIPTA withheld approximately \$1.8 million from paying them for the lack of not fulfilling the contract. This went to litigation and ended up paying half of that amount. She mentioned that due to COVID-19, there was no fare collection, and the in-kind services were reduced. Ms. Kreger commented that the one-time contribution is based on the debt that it is owe to Yuma County for \$1.4 million, for this reason, YCIPTA is asking each entity for a one-time contribution of the amount allotted based on what is currently contributed. She added that she is also asking for an increase in the annual dues as they have not been increased in the last 12 years.

Mayor Gerardo Sanchez suggested Mr. Kreger start increasing their dues as the demand for public transportation increases yearly, especially for the City of San Luis, 60% is mainly students going to Arizona Western College. He mentioned that the City of San Luis fully supports the YCAT. He asked Ms. Monica Castro, Director of Finance, if the one-time contribution would affect the city's budget.

Ms. Castro mentioned that this is a large contribution, but since the city has been able to build healthy reserves and since this is only a one-time contribution, there are no foreseen issues contributing the requested amount.

Mayor Sanchez asked the city council members if any concerns and/or comments regarding the one-time requested contribution. There were no comments from members of the City Council. He asked if there were any other presentations from any entity. He thanked all entities present during this meeting.

Mr. Galaviz replied that this was the only presentation; he stated that attached to the agenda is the spreadsheet with all City Council Contracts, Contributions, and Dues which lists the entity's requests.

Ramirez Advisors Inter-National, LLC

Mayor Gerardo Sanchez thanked Luis Ramirez and his team for the continuous efforts and hard work they have done for the City of San Luis, specifically the San Luis Port of Entry I. They have helped lobbying with federal, state, and local governments. He thanked Ramirez Advisors Inter-National, LLC for advocating for the city. He informed that this agency is requesting an increase of \$5,000.00 from last year's contribution and has also requested \$1,500.00 for travel expenses; a total of \$61,500.00. He stated that the construction date for San Luis Port I is expected to begin in March 2023. He directed staff to proceed with the proposed increases as agreed by members of the City Council.

Greater Yuma Economic Development Corporation (GYEDC)

Mayor Gerardo Sanchez informed that GYEDC is requesting an increase of \$6,262.00 from last year's contribution.

Ms. Kay Marion Macuil, City Attorney, informed that GYEDC has scheduled yearly increases, which is the last one of the series of increases.

Mayor Sanchez commented that GYEDC works diligently with the entire Yuma County in bringing business to our area. He directed staff to proceed with the contribution as agreed by members of the City Council.

4FrontED (IGA Contribution)

Mayor Gerardo Sanchez informed that this amount did not change based on their contribution to the population. Therefore, he directed staff to proceed with the contribution as agreed by members of the City Council.

Greater Yuma Port Authority (GYPA)

Mayor Gerardo Sanchez informed that the contribution to GYPA remains the same as in previous years. He stated that the City of San Luis had been an active member of the GYPA. He directed staff to proceed with the contribution as agreed by members of the City Council.

YCAT-YCIPTA (IGA Contribution) & YCAT-YCIPTA (IGA) One-Time Contribution

Mayor Sanchez mentioned that they are requesting a one-time contribution and the yearly dues as stated in the presentation. He directed staff to proceed with the contribution as agreed by members of the City Council.

News Paper Publications

Mayor Gerardo Sanchez informed that this is for media publications and has not changed. He directed staff to proceed with the contribution as agreed by members of the City Council.

Humane Society of Yuma-Animal Shelter & Spay/Neuter Clinics

Mayor Gerardo Sanchez mentioned that the yearly contribution would stay the same as the previous year. He directed staff to proceed with the contribution as agreed by members of the City Council.

Amberly's Place

Mayor Gerardo Sanchez mentioned that the City of San Luis had been a continuous supporter of Amberly's Place for many years, and the city will continue supporting Amberly's Place. He thanked Amberly's Place for everything they do for the community. He directed staff to proceed with the contribution as agreed by members of the City Council.

Yuma Community Food Bank (YCFB)

Mayor Gerardo Sanchez informed that this year YCFB is requesting an increase of \$5,000.00 from last year's contribution of \$25,000.00. He mentioned that YCFB plans to place a freezer in a city's facility to keep the produce fresh. He added that the City of San Luis is the only entity that provides YCFB with funding; a huge percentage of the food distributed comes to the community. He directed staff to proceed with the contribution as agreed by members of the City Council.

Gethsemani Food Ministry

Mayor Gerardo Sanchez informed that there is no change on the request from this organization. He thanked Mr. Manuel Castro for his hard work and dedication to our community. He directed staff to proceed with the contribution as agreed by members of the City Council.

San Luis Film Festival

Mayor Gerardo Sanchez informed that there is no change on this organization's request. He mentioned that this festival brings new talents to the City of San Luis. He thanked Mr. Antonio Carrillo for the hard work. He directed staff to proceed with the contribution as agreed by members of the City Council.

Blazing Desert ComicCon

Mayor Gerardo Sanchez stated that this event is unique, and the contribution to this organization did not change. Therefore, he directed staff to proceed with the contribution as agreed by members of the City Council.

Off-Road Expo San Luis

Mayor Gerardo Sanchez stated that the city contributed \$10,000.00 last fiscal year; this year, they are requesting an increase of \$10,000.00. He informed that he had a meeting with the board, where he was told that they had given \$7,000.00 in scholarships to local high school students, and their goal is to provide \$10,000.00, which means that half of the city's contribution is spent in scholarships.

Vice-Mayor Africa Luna-Carrasco asked if the requested increase would be utilized to cover for the band and the new attractions during this event.

Mayor Sanchez replied that the increase would be utilized to cover the different shows the expo gives, but it will mainly cover more scholarships.

Ms. Lizeth Servin from the Off-Road Expo Committee informed that the Off-Road Expo will be celebrating its 10th Anniversary this year, and members are working to obtain more sponsorships. She added that members are working on negotiating a new attraction to this year's expo. She stated that the committee's primary goal is to increase scholarships.

Mayor Sanchez directed staff to proceed with the contribution as agreed by members of the City Council.

PPEP-Youth Build

Mayor Gerardo Sanchez informed that PPEP Youth Build did not increase their request this year.

Mr. Jesse Lopez, PPEP Youth Build, informed that currently, there are 25 students in group 20, and the group will complete their term in November of 2022. He added that students have the opportunity to work in the community, Parks & Recreation, Public Works, etc.

Mayor Sanchez thanked Mr. Lopez for the work they do in the community. He directed staff to proceed with the contribution as agreed by members of the City Council.

San Luis Chamber of Commerce

Mayor Gerardo Sanchez stated that the request is for \$20,000.00, not \$25,000.00 as stated in the agenda.

Ms. Kay Marion Macuil, City Attorney, informed that they received two (2) different request letters, one (1) for \$20,000.00 and one (1) for \$25,000.00.

Mayor Sanchez stated that the city could only do \$20,000.00. During the meeting, a video was shown regarding the San Luis Chamber of Commerce. He informed that a meeting was held with over 25 business owners. Patricia Parrilla of Revista Latino Americano asked why San Luis, Arizona, does not have a Chamber of Commerce when Yuma County, Somerton, and the City of Yuma do have one.

He mentioned that with a meeting with Ms. Parrilla, Felipe Camargo, and Sergio Ramirez, business owners need to be involved and become a self-sufficient entity and become a non-profit organization. He added that San Luis Rios Colorado, Sonora, Mexicali, Baja California, Imperial, and Imperial County would also be part of this chamber of commerce. Mayor Sanchez stated that San Luis, Arizona, needs a chamber of its own and becomes a self-sufficient entity. He mentioned that the city had sustained the chamber of commerce in previous years, but this should not happen; they have to become a self-sustaining entity.

Council Member Gloria Torres commented that she was part of the San Luis Chamber of Commerce several years ago. Still, they started to see low memberships until they could not sustain themselves. She mentioned that she agrees to contribute to the new proposed chamber of commerce, but the city should only contribute the first year and then have them sustain themselves.

Vice-Mayor Africa Luna-Carrasco stated that she disagrees with this item, as 4FrontED deals with most of what is proposed here. She mentioned that she believes that the Yuma County Chamber of Commerce is doing a fantastic job. Until this organization finds a way to sustain its efforts, the local merchants should tap into the Yuma County Chamber of Commerce. She added that they are also requesting office space and a monetary contribution.

Council Member Jose Ponce agreed with Vice-Mayor Luna-Carrasco and Council Member Torres.

Mayor Sanchez mentioned that for this entity to become self-sufficient, they need startup money. He commented that it is up to City Council to decide whether or not the city should contribute to this entity. He added that if the council believes that Yuma County is doing everything for the city, then so be it. Finally, he stated that the City of San Luis deserves to have its chamber of commerce and have a united voice.

Council Member Mario Buchanan Jr. stated that the city should contribute for the first year to try it out and see if it works and have them sustain themselves.

Vice-Mayor Luna-Carrasco asked if San Luis is contributing \$25,000.00. The Mexican counterparts will also be contributing the same amount, as the video stated that this would be a group effort.

Mayor Sanchez stated that just like San Luis, Arizona could not provide dues to Mexico; they cannot provide to the United States.

Council Member Luis Cabrera commented that he sees two (2) different perspectives, as there will be a bi-national chamber of commerce supported through the sister governments. He added that he believes this will become a binational entity instead of focusing on local businesses. He said he would like to see a breakdown of how the funds will be used, as the other organizations have done.

Mayor Sanchez commented that it is obvious that the council is divided and does not want a chamber of commerce, and there is no problem with that.

Council Member Cabrera suggested starting with a lower contribution and offering the office space if they need a startup fund, but \$20,000.00 is a big amount for a startup, as this is a vision and not a reality.

Mayor Sanchez directed staff to remove this item from the contributions list.

Arizona Interagency Farmworkers Coalition

Mayor Sanchez informed that the request is for \$5,000 and has not increased. These funds are to be utilized for scholarships. He asked how many scholarships are given with the \$5,000.00 the city contributes.

Mr. Fernando Quiroz, Arizona Interagency Farmworkers Coalition, replied that they would be giving out 20 scholarships this year, from which \$7,000.00 will go to San Luis students; each one of them will get \$1,000.00.

Mayor Sanchez thanked Mr. Quiroz for his excellent job in the community. He directed staff to proceed with the contribution as agreed by a member of the City Council.

Council Member Jose Ponce proposed increasing the contribution by \$1,000.00 more.

Mayor Sanchez replied that this could be done if City Council agrees to do so. However, as there were no objections from members of the City Council, he directed staff to proceed and increase the contribution by \$1,000.00 agreed by the members of the City Council.

Cancer Support Group for Yuma County

Ms. Kay Marion Macuil, City Attorney, informed that last year the city allocated \$5,000.00, but there did not use the money. So this year they have requested the same as last year.

Mayor Gerardo Sanchez mentioned that they had some issues last year, but this time they have a representative for this group, which Comite de Bien Estar, Inc, will lead. He directed staff to proceed with the contribution as agreed by members of the City Council.

Children's Museum

Mayor Gerardo Sanchez informed that this is the first time they have requested a contribution from the City of San Luis; they are requesting \$10,000.00.

Council Member Mario Buchanan Jr. suggested starting with \$5,000.00.

Vice-Mayor Africa Luna-Carrasco mentioned that \$10,000.00 is a good amount, as they have provided the city with a breakdown as to how their contribution will be utilized.

Ms. Melissa Rushin Irr, Executive Director of the Children’s Museum of Yuma County, commented that during her presentation to the City of San Luis, she delineated where the \$10,000.00 would be spent. She highlighted that during events, the museum will bring art experts to city events and science space content that are interested in serving underserved communities such as San Luis. She added that she would be more than happy to participate in a Dia del Niño event and partner with the city. Furthermore, she mentioned that in the near future, she would like to meet with staff to tailor programs specific to the community, as she would like to hear from staff and their interests. Ms. Rushin mentioned that the Children’s Museum of Yuma County is a non-profit organization and plans to open a year-round facility sometime in August of 2022.

Mayor Gerardo Sanchez thanked Ms. Rushin for the presentation and directed staff to proceed with the \$10,000.000 contribution as agreed by members of the City Council.

Arte En La Calle

Mayor Gerardo Sanchez mentioned that this is the first year they have requested a contribution from the city; they have partnered with the city for the past 2-3 years to put together this event. They are requesting \$5,000.00. He directed staff to proceed with the contribution as agreed by members of the City Council.

Cesar Chavez Life & Legacy Committee

Mayor Gerardo Sanchez mentioned that this is the first year they requested contribution from the city, as this is also the first year that they have become a non-profit organization. Therefore, this event will directly impact the community. The plan is also to have a historian write something for history, not only on social media.

Vice-Mayor Africa Luna-Carrasco suggested contributing \$10,000.00; the contribution will help continue Cesar Chavez's Legacy for younger generations.

Mayor Sanchez agreed to increase the contribution to \$10,000.00; there was no opposition from members of the City Council. Therefore, he directed staff to proceed with the contribution.

Agency	Approved Budget FY 2021-2022	Requested Increases by Agency FY 2022-2023	Total Request WS 5/04/22	Council Direction WS 5/04/22
Ramirez Advisors Inter-National, LLC	\$55,000.00	\$5,000.00	\$60,000.00	\$60,000.00
Ramirez Advisors Iner-National, LLC-Travel	\$ -	\$1,500.00	\$1,500.00	\$1,500.00
Greater Yuma Economic Development Corporation	\$57,508.00	\$6,262.00	\$63,770.00	\$63,770.00
4FrontED	\$7,950.00	\$ -	\$7,950.00	\$7,950.00
Greater Yuma Port Authority	\$50,000.00	\$ -	\$50,000.00	\$50,000.00
YCAT-YCIPTA (IGA Contribution)	\$88,216.25	\$31,683.75	\$119,900.00	\$119,900.00
YCAT-YCIPTA (IGA) One-Time Contribution	\$ -	\$158,920.00	\$158,920.00	\$158,920.00

News Paper Publications	\$25,000.00	\$ -	\$25,000.00	\$25,000.00
Humane Society of Yuma-Animal Shelter	\$50,000.00	\$ -	\$50,00.00	\$50,000.00
Humane Society of Yuma-Spay/Neuter Clinics	\$5,000.00	\$ -	\$5,000.00	\$5,000.00
Amberly's Place	\$42,000.00	\$ -	\$42,000.00	\$42,000.00
Yuma Community Food Bank	\$25,000.00	\$5,000.00	\$30,000.00	\$30,000.00
Gethsemani Food Ministry	\$7,000.00	\$ -	\$7,000.00	\$7,000.00
San Luis Film Festival	\$5,000.00	\$ -	\$5,000.00	\$5,000.00
Blazing Desert ComicCon	\$5,000.00	\$ -	\$5,000.00	\$5,000.00
Off-Road Expo San Luis	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
PPEP-Youth Build	\$30,000.00	\$ -	\$30,000.00	\$30,000.00
San Luis Chamber of Commerce	\$ -	\$25,000.00	\$25,000.00	\$ -
Arizona Interagency Farmworkers Coalition	\$5,000.00	\$ -	\$5,000.00	\$6,000.00
Cancer Support Group of Yuma County	\$5,000.00	\$ -	\$5,000.00	\$5,000.00
Children's Museum of Yuma County	\$ -	\$10,000.00	\$10,000.00	\$10,000.00
Arte En La Calle	\$ -	\$5,000.00	\$5,000.00	\$5,000.00
Cesar Chavez Life & Legacy Committee	\$ -	\$9,000.00	\$9,000.00	\$10,000.00
TOTAL	\$472,674.25	\$267,365.75	\$740,040.00	\$717,040.00

Council Sponsorships & Pledges

Agency	Approved Budget FY 2021-2022	Requested Increases by Agency FY 2022-2023	Total Request WS 5/04/22	Council Direction WS 5/04/22
Civic Contributions: No request associated	\$22,000.00	\$ -	\$22,000.00	\$22,000.00
Gadsden Marching Band-No request	\$ -	\$ -	\$ -	\$ -
TOTAL	\$22,000.00		\$22,000.00	\$22,000.00

Dues & Subscriptions

Yuma Metropolitan Planning Organization (YMPO)

Mayor Gerardo Sanchez asked why the Yuma Metropolitan Planning Organization (YMPO) request has increased this year.

Ms. Crystal Figueroa, Executive Director for Yuma Metropolitan Planning Organization, explained that the \$13,572.74 is not an increase in the total dues for fiscal year 2022-2023, which is an increase of approximately \$5,000.00 for the upcoming fiscal year and not the total reflected in the spreadsheet in the amount of \$21,490.00. She explained that the dues were reduced in fiscal year 2021-2022 due to the funding received and did not require a match; therefore, it decreased during that year.

Mayor Sanchez thanked Ms. Figueroa; he directed staff to proceed with the contribution as agreed by members of the City Council.

Agency	Approved Budget FY 2021-2022	Requested Increases by Agency FY 2022-2023	Total Request WS 5/04/22	Council Direction WS 5/04/22
Arizona League of Cities and Towns	\$22,385.00	\$955.00	\$23,340.00	\$23,340.00
Arizona Mexico Commission	\$1,500.00	\$ -	\$1,500.00	\$1,500.00
Border Trade Alliance	\$10,000.00	\$ -	\$10,000.00	\$10,000.00
JCG Technologies: Recording Software	\$6,462.00	-\$5,892.00	\$570.00	\$570.00
NALEO	\$700.00	-\$120.00	\$580.00	\$580.00
National League of Cities	\$1,960.00	\$1,660.00	\$3,620.00	\$3,620.00
Yuma County Chamber of Commerce	\$660.000	\$ -	\$660.00	\$660.00
YMPO	\$7,917.26	\$13,572.74	\$21,490.00	\$13,572.74
Yuma Sun Newspaper Subscription	\$170.00	\$10.00	\$180.00	\$180.00
WAEDD-No request dissolved last year	\$3,569.00	-\$3,569.00	\$ -	\$ -
TOTAL	\$55,323.26	\$14,537.74	\$61,940.00	\$54,022.74

Mayor Gerardo Sanchez thanked all organizations present during this meeting.

2. B. Update followed by a discussion on any and all matters regarding the City of San Luis Tourism Letters project proposed in July 2021. (Vice Mayor Africa Luna-Carrasco and Lizandro Galaviz, Acting City Manager)

Mr. Lizandro Galaviz, Acting City Manager, informed that he contacted Ms. Rebeca Chin Leon regarding this project, as they were the ones that brought it to the city approximately one (1) year ago. He mentioned that designs, location, and approximate cost were presented during that presentation.

Mayor Gerardo Sanchez commented that a location and the design were selected during that meeting.

Mr. Galaviz stated that the letters by the baseball field were pre-order through the Parks & Recreation department before this was presented before the City Council. He informed that he is waiting on a proposal; as soon as this comes in, it will be shared with Mayor and City Council.

Mayor Sanchez stated that a location and design were selected during the presentation; he asked Mr. Galaviz to review the minutes from that meeting and go from there.

2. C. Discussion and possible directions to staff on any and all matters regarding the creation of a Historical Society that would work on collecting historical data, documents, pictures and conduct oral history projects for the city. (Vice Mayor Africa Luna-Carrasco and Lizandro Galaviz, Acting City Manager)

Vice-Mayor Africa Luna-Carrasco stated that she would like to see a historical society. It is very important to continue with the history and keep a record to share with future generations. She suggested that staff helps in finding information on how to create a society and find the help to start this project.

Mayor Gerardo Sanchez stated that it is time for the city to start writing the history of San Luis, Arizona.

2. D. Discussion and possible directions to staff on any and all matters regarding replacing the gazebo/bench located on Lakin Drive and Sierra Vista. (Vice Mayor Africa Luna-Carrasco and Maria A. Roldan, Acting Parks & Recreation Director)

Vice-Mayor Africa Luna-Carrasco informed that said gazebo is old and deteriorated and does not know if it needs to be replaced or if this is something that PPEP Youth Build can repair it.

Mayor Gerardo Sanchez stated that there are a lot of needs in the community, ramadas are a big problem. He directed staff to look into this gazebo.

3. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Council Member Luis Cabrera to adjourn the meeting at approximately 7:58 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Gloria Torres	Aye

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the Work Session minutes for the City Council of the City of San Luis, Arizona, held on May 4, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
May 11, 2022
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Gerardo Sanchez called the Regular City Council meeting to order at approximately 7:00 p.m.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Africa Luna-Carrasco
Council Member Mario Buchanan Jr.
Council Member Luis Cabrera
Council Member Jose Ponce
Council Member Matias Rosales
Council Member Gloria Torres

OTHERS PRESENT: Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Domingo Sosa, Graphics and Media Specialist
Edgar Esparza, Acting Billing & Collections Manager
Eulogio Vera, Director of Public Works
Isaac Gutierrez, GIS Specialist
Jorge Perez, Assistant Director of Public Works
Jose Luis Cisneros, Executive Assistant
Marco Santana, Police Lieutenant
Maria Muñoz, Human Resources Coordinator
Melissa Lopez, Deputy City Clerk
Miguel Ramirez, Assistant Director of Finance
Monica Castro, Director of Finance
Ralph Velez, Consultant (via Zoom)
Richard Jessup, Chief of Police
Roula Encinas, Assistant Director of Finance
Ruben Lopez, I.T. Technician
Christian Cuevas, Simultaneous Translator
Mario Buchanan Sr., Resident
Nydia Mendenhall, Resident
Nieves Riedel, Developer – Riedel Construction
Olivia Jenkins, Riedel Construction
Veronica Zavala, Developer – VZ Construction

2. PLEDGE OF ALLEGIANCE

Council Member Jose Ponce led the Pledge of Allegiance.

3. INVOCATION

Mr. Richard Jessup, Chief of Police, led the invocation.

4. PROCLAMATIONS/PRESENTATIONS

4. A. Professional Municipal Clerks Week May 1 - 7, 2022

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez thanked the City Clerk's Office for all they do and their work, adding that he has been informed that the City Clerk's implement what is taught at their long hours of training.

4. B. Economic Development Week May 9-13, 2022

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez commended the Economic Development Department for their hard work and dedication.

4. C. National Public Works Week May 15 - 21, 2022

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez mentioned that without the Public Works Department, the City of San Luis does not grow. He congratulated and thanked Public Works for their work.

4. D. Peace Officers' Memorial Day May 15, 2022 and National Police Week May 15 - 21, 2022

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez thanked all the men and women serving in the Police Department for their dedication to the City of San Luis community. He also thanked Chief Jessup for representing the city at the state.

4. E. Bike Month May 2022

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez indicated that residents will begin noticing there are going to be more bicycle track on the streets. This is something that is happening across the United States. He thanked the organizations involved and the bicycle coalition for talking to the City of San Luis about it and its benefits.

4. F. Building Safety Month 2022

Mrs. Sonia Cornelio, City Clerk, read the proclamation in its entirety.

Mayor Gerardo Sanchez commended the Planning & Zoning Department as they stay up to date, getting certified and for working on the building codes to raise awareness and planning for safe and sustainable construction.

4. G. Presentation of the Safety Award issued to the City of San Luis by the Industrial Commission of Arizona. (Maria Sabori, Risk Property Analyst and Yolanda Dueñas, Facilities Supervisor)

Ms. Maria Sabori, Risk Property Analyst and Ms. Yolanda Dueñas, Facilities Supervisor, presented Mayor Gerardo Sanchez with the Safety Award received from the Industrial Commission of Arizona. The City of San Luis has been part of the Occupational Safety and Health Administration (OSHA) Program since 2019 and recently was awarded with a contract extension for three (3) additional years. The purpose of the program is to enhance the health and well being of the employees through safety and health measures including trainings provided by OSHA.

4. H. Presentation on any and all matters regarding the donation of photographs to the City of San Luis and request of surplus goods by the 29 H. Ayuntamiento de San Luis Rio Colorado, Sonora. (Council Member Rebecca Ching-Hurtado from San Luis Rio Colorado)

Ms. Rebecca Ching-Hurtado, Chairman of the Human Rights and Border Affairs Commission and Council Member from San Luis Rio Colorado, stated that this is the first time a representative from this commission addresses the Mayor and City Council of San Luis, Arizona. She presented some pictures from the sister city San Luis Rio Colorado, adding that people in both sides of the border are the same people, one same binational community. Both communities maintain a strong and historical binational exchange relationship with the understanding that both sides need from each other. The six (6) photographs represent the life aspect in San Luis Rio Colorado and hopes the City of San Luis is willing to display them to the public.

Mayor Gerardo Sanchez thanked Ms. Ching Hurtado for the donation of the photographs.

Mayor Gerardo Sanchez moved Call to the Public to be next on the agenda. There were no opposition from the City Council.

8. CALL TO THE PUBLIC

Ms. Maria Medina, resident of Yuma, AZ, thanked the Mayor for the support and aid received during the lost of their homes. She said that not only her family was affected but other families as well and that although they are not residents from the City of San Luis, they received assistance from the SOMOS Foundation.

Ms. Medina presented a certificate of appreciation to Mayor Gerardo Sanchez, Mexican Consulate Office, Mr. Gilbert Zarate and Ms. Maria Robles.

Mr. Gilbert Zarate and Ms. Maria Robles, residents of San Luis, AZ, indicated that they have been assisting the families that recently lost their homes in Yuma, AZ. The trailer park is almost finished with the concrete work for the trailers to be installed. There will be a ribbon cutting ceremony because it is a big achievement to be able to assist eight (8) families that includes seniors and invited the City Council to attend. Mr. Zarate asked for the city's support for the trailer to assist homeless and added that this is one (1) of a few projects that will benefit the community.

5. CONSENT AGENDA

5. A. MINUTES OF

- Work Session held April 6, 2022
- Special Council meeting held April 6, 2022
- Regular Council meeting held April 13, 2022
- Work Session held April 27, 2022

5. B. Disbursements from April 5, 2022 to May 2, 2022

Total Disbursements \$2,200,557.87

(Two Million, Two Hundred Thousand, Five Hundred Fifty-Seven Dollars and Eighty-Seven Cents)

5. C. Discussion and possible action on any and all matters regarding the contract with Amberly's Place, Inc. for Fiscal Year 2022-2023. (Lizandro Galaviz, Acting City Manager)

5. D. Discussion and possible action on any and all matters regarding the annual contribution under the 4FrontED Intergovernmental Agreement for a binational regional program to promote education, infrastructure, and tourism, to stimulate mutual economic development for the Fiscal Year 2022-2023. (Lizandro Galaviz, Acting City Manager)

5. E. Discussion and possible action on any and all matters regarding the contract with Gethsemani Food Ministry for Fiscal Year 2021-2022. (Lizandro Galaviz, Acting City Manager)

5. F. Discussion and possible action on any and all matters regarding the contract with Greater Yuma Economic Development Corporation for Fiscal Year 2022-2023. (Lizandro Galaviz, Acting City Manager)

5. G. Discussion and possible action on any and all matters regarding the annual contribution under the Greater Yuma Port Authority, Inc. Intergovernmental Agreement for economic development near the Land Port of Entry 2, Magrino Industrial Park for the Fiscal Year 2022-2023. (Lizandro Galaviz, Acting City Manager)

5. H. Discussion and possible action on any and all matters regarding the contract with the Humane Society of Yuma for the Fiscal Year 2022-2023. (Lizandro Galaviz, Acting City Manager)

5. I. Discussion and possible action on any and all matters regarding the proposed agreement with Portable Practical Education Preparation, Inc. (PPEP) for Fiscal Year 2022-2023. (Lizandro Galaviz, Acting City Manager)

5. J. Discussion and possible action on any and all matters regarding the contract with Ramirez Advisors Inter-National, LLC for the Fiscal Year 2022-2023. (Lizandro Galaviz, Acting City Manager)

5. K. Discussion and possible action on any and all matters regarding the contract with Yuma Community Food Bank for the Fiscal Year 2022-2023. (Lizandro Galaviz, Acting City Manager)

5. L. Discussion and possible action on any and all matters regarding Resolution No. 2216. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the annual contribution under the Intergovernmental Agreement with Yuma County Intergovernmental Public Transportation Authority for the Yuma County Area Transit ("YCAT"), the regional public transportation services for the Fiscal Year 2022-2023: repealing conflicting provisions; and providing for severability. (Lizandro Galaviz, Acting City Manager)

5. M. Discussion and possible action on any and all matters regarding approval of a contract with Yuma County Arts and Cultural Group for the 2023 Annual Blazing Desert ComicCon event in San Luis, Arizona, for the Fiscal Year 2022-2023. (Lizandro Galaviz, Acting City Manager)

5. N. Discussion and possible action on any and all matters regarding Resolution No. 2217. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving a one-time contribution under the Intergovernmental Agreement with Yuma County Intergovernmental Public Transportation Authority for the Yuma County Area Transit ("YCAT"), the regional public transportation services for the Fiscal Year 2022-2023: repealing conflicting provisions; and providing for severability. (Lizandro Galaviz, Acting City Manager)

5. O. Discussion and possible action on any and all matters regarding approval of a contract with Yuma County Arts and Cultural Group for the San Luis Film Festival event in San Luis, Arizona, for the Fiscal Year 2022-2023. (Lizandro Galaviz, Acting City Manager)

5. P. Discussion and possible action on any and all matters regarding the dues to Yuma Metropolitan Planning Organization (YMPO) for the Fiscal Year 2022-2023. (Lizandro Galaviz, Acting City Manager)

MOTION: Council Member Matias Rosales/Council Member Luis Cabrera to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding a Guaranty for Greater Yuma Port Authority (GYPA) infrastructure loan from Yuma County. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, explained that the County of Yuma is loaning Greater Yuma Port Authority (GYPA), \$1,550,000.00 to complete the last unit of GYPA's subdivision and they have asked the City of San Luis and City of Yuma to act as guarantors on the loan. The City of Yuma is taking the lead in protecting the interests of the cities. They have said that the value of the land is over the loan amount and have indicated on the guarantor document that if there is a default, which is unlikely, that any surplus proceeds from the sale of the land to pay off the land will go to the cities.

MOTION: Council Member Mario Buchanan Jr./Council Member Gloria Torres to authorize the Acting City Manager to take all steps and execute all documents relating to the proposed guaranty of the Yuma County loan to GYPA that are acceptable to the Acting City Manager without further approval from City Council. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

6. B. Discussion and possible action on any and all matters regarding Council ratification of an emergency contract with Desert Excavating Inc. to lower and relocate water lines on north 4th Avenue. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, asked that this item be continued to the next scheduled council meeting as this is a ratification and staff had to move the work and were not able to get it to the City Council earlier; there might be a slight change and if ratified tonight, he might have to come back to the City Council and increase the amount.

MOTION: Mayor Gerardo Sanchez/Council Member Mario Buchanan Jr. to continue this item to the next scheduled council meeting. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

6. C. Discussion and possible action on any and all matters regarding the engagement of DPE Construction, Inc., for the City of San Luis 5th and 7th Avenue Improvements. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, stated that this item is to award a construction contract to DPE Construction for a paving project; improvements on 5th Avenue and 7th Avenue between Cesar Chavez Boulevard and the subdivision to the south. He requested quotes from four (4) paving contractors and DPE was the only who responded. The amount is above the threshold the state has without having to go through the advertisement process, therefore staff removed four (4) items in the scope of work. If awarded, DPE can begin the project as early as next week and complete it before the fiscal year is over.

Ms. Kay Macuil, City Attorney, explained that it is not an award as staff had to reject the quote, rather this is a purchasing contract.

MOTION: Council Member Matias Rosales/Council Member Luis Cabrera to engage DPE Construction, Inc. for the 5th and 7th Avenue improvements for \$245,058.00 from the Capital Outlay Improvement Roads Account, authorize the Acting City Manager or the Public Works Director to execute all documents necessary to do so without further approval of City Council and waive formal purchasing procedures for the reasons presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

6. D. Discussion and possible action on any and all matters regarding the change of appointment of a Vice-Mayor. (Vice Mayor Africa Luna-Carrasco; Council Member Gloria Torres and Council Member Luis Cabrera)

Council Member Gloria Torres indicated that it has been already over a year since Vice Mayor Africa Luna-Carrasco was appointed to serve as such and they agreed that each year there will be an opportunity in appointing a new Vice Mayor.

Vice Mayor Africa Luna-Carrasco agreed with this and added that it is time to review and have somebody else appointed. She thanked the City Council for giving her the opportunity to serve in the capacity of Vice Mayor for the past year and has learned a lot of things and that is why she thinks it is important that other Council Members are given the opportunity too.

Council Member Mario Buchanan Jr. commented that he would like to have the opportunity to serve as Vice Mayor.

Discussion took place amongst the Mayor and City Council regarding the commitment, time and meetings that this position demands.

Council Member Luis Cabrera mentioned that he thinks that a resolution is necessary to amend the City Code to review the appointment of the Vice Mayor every 12 months.

Mayor Gerardo Sanchez read Section 2.05.020 of the City Code, he directed Ms. Kay Macuil, City Attorney, to look into this.

Council Member Gloria Torres agreed with Council Member Luis Cabrera and further said that sometimes it is hard to obtain the three (3) signatures from other Council Members to place an item on the agenda and does not believe that something like this requires three (3) signatures from the City Council.

Council Member Matias Rosales commented that it should be the City Manager's responsibility to add this item on the agenda in a yearly basis.

MOTION: Council Member Matias Rosales/Council Member Luis Cabrera to appoint Council Member Mario Buchanan Jr. to serve as the Vice Mayor for the next term. Motion passed with six (6) aye votes and one (1) abstention from Council Member Gloria Torres.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Abstained

6. E. Discussion and possible directions to staff on any and all matters regarding Ordinance No. 425. An ordinance of the Mayor and City Council of the City of San Luis amending Title 6 of the San Luis City Code by adding a new Chapter 6.20 Abuse of Animals; imposing penalties for violation; repealing any conflicting provisions and ordinances; and providing for severability. (Kay Marion Macuil, City Attorney)

Mr. Jose de la Vara, City Prosecutor, explained that this ordinance is necessary for the community. He had a case where a Police Officer cited someone for animal cruelty for salvagely beating a pitbull. As he was preparing for trial, he realized that he needed to check the statute to make sure each element is present and noted that the statute did not cover the situation because the dog was not injured, thus the case was dismissed. He checked with other attorneys throughout the state and no other city has an ordinance on abuse of animals.

A. Action on Reading of Ordinance No. 425 by title only

MOTION: Council Member Luis Cabrera/Council Member Jose Ponce to approve Ordinance No. 425 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 425 by title only.

B. Action and adoption of Ordinance No. 425

MOTION: Council Member Luis Cabrera/Council Member Jose Ponce to approve Ordinance No. 425. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

7. SUMMARY OF CURRENT EVENTS

Mayor Gerardo Sanchez announced that the city has obtained its new ambulance, while the Public Works Department did an emergency purchase for a trash truck and added that a lot of good things are happening in the City of San Luis. He also informed that material that was discussed last year regarding the park such as the grass and lights will be installed soon. All this was talked about and planned two (2) years ago. Some projects were delayed due to the pandemic but the City of San Luis has not stopped working.

Council Member Luis Cabrera reported that he attended the Dia Del Niño, he thanked the Departments of Parks & Recreation, Fire, Police and all those involved in this event.

Council Member Matias Rosales reported that he attended his monthly Yuma Metropolitan Planning Organization meeting, they have a lot of new projects and a new executive director. He also mentioned that the Greater Yuma Port Authority has a letter on intent for the purchase of the remaining parcels of the Port Authority. He also attended the National Association of Realtors Legislators Summit and the focus was on how a lot of redistrictions are affecting housing in the nation. He also met with Senator Mark Kelly in Washington, D.C. as he was one of the guest speakers at one of the receptions and Senator Kelly brought up the issue of the \$30 million for the Port of Entry.

Council Member Gloria Torres reported she was not able to attend the Mother's Day event at the Senior Center but was able to visit the Senior Center on Tuesday, May 10 which is Mexico's Mother Day.

Council Member Jose Ponce reported that he also attend the Dia Del Niño event and thanked Parks & Recreation and all those involved for this event.

Mr. Lizandro Galaviz, Acting City Manager, reminded the Mayor, City Council and Department Heads of the Budget Retreat scheduled for May 14, 2022. He added that a lot of things are happening and will continue to happen in the City of San Luis and the city should be promoted as much as possible with residents and visitors.

9. ADJOURNMENT

MOTION: Council Member Gloria Torres/Council Member Mario Buchanan Jr. to adjourn the Regular Council meeting at approximately 8:30 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Mario Buchanan Jr.	Aye
Council Member Luis Cabrera	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on May 11, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Budget Retreat
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
May 14, 2022 at 8:00 p.m.

1. CALL TO ORDER/ROLL CALL: Mayor Gerardo Sanchez called the Budget Retreat meeting to order at approximately 8:10 a.m.

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Africa Luna-Carrasco
Council Member Mario Buchanan Jr.- *via Zoom on and off due to connection problems disconnecting indefinitely at 10:18 a.m.*
Council Member Luis Cabrera
Council Member Jose Ponce-left at approximately 1:00 p.m.
Council Member Matias Rosales
Council Member Gloria Torres

OTHERS PRESENT: Lizandro Galaviz, Acting City Manager
Sonia Cornelio, City Clerk
Kay Marion Macuil, City Attorney
Angel Ramirez, Fire Chief
Crystal Ochoa, Acting Assistant to Council/PIO
Derek Dueñas, Information Technology Manager
Edga Esparza, Billing & Collections Manager
Enrique Lopez, Assisant Fire Chief
Eulogio Vera, Director of Public Works
Jenny Torres, Economic Development Manager
Jorge Perez, Assistant Director of Public Works
Jose A. Guzman, Director of Planning & Zoning
Jose L. Cisneros, Executive Assistant
Maria Muñoz, Human Resources Coordinator
Maria Sabori, Risk Management Analyst
Melissa Lopez, Deputy City Clerk
Miguel Ramirez, Accountat II
Monica Castro, Director of Finance
Nohemy Echavarria, Magistrate
Ralph Velez, City Consultant
Richard Jessup, Police Chief
Roula Encinas, Accountant II
Susan Posada, Benefits Consultant
Ana Uribe, Resident
Elisa Lizarde, Resident
Columba Nuñez, Resident
Jeremy Humphrey, Fire Department

2. DISCUSSION ITEMS, NO ACTION WILL BE TAKEN:

2. A. Discussion and review on any and all matters regarding the proposed changes to the city's health benefits plan and the City of San Luis Budget for the Fiscal Year 2022-2023. (Susan Posada, Benefits Consultant and Staff)

Ms. Susan Posada, Benefits Consultant, made a PowerPoint presentation, this presentation covered the City of San Luis Benefits Plan for fiscal year 2022-2023; it included the following: Plan Renewals, Vision Services Plan (VSP), Uprise Health Renewal, Renewal, and Exclusive Mental Health Conditions. A copy of this presentation is included with the complete agenda packet filed in the City Clerk's Office.

There were no questions from members of the City Council.

Finance Department

Mrs. Monica Castro, Director of Finance, made a PowerPoint presentation regarding the Finance Overview. This presentation included the following: Budget Retreat Objectives, Budget Timeline, FY 2023 Budget Priorities, Finance Historical Data, Expenditure and Revenues History, Revenue, Revenue History, Grants Revenue History, Revenue Distribution by Fund, Revenue Distribution GF 25.4 Millions, Major Revenue Source-GF, Expenditures, Expenditures History, Capital Improvement Projects by Department, Most Relevant Capital Projects, Personnel Budget, Expenditures by Fund, Tentative Budget Draft FY 2023, Financial Policies, Expenditure Limitation, Revenues and Expenses by Fund, Balanced Budget, Planning for the Futures, Points for Consideration, and Looking Ahead of FY 2023. A copy of this presentation is included with the complete agenda packet filed in the City Clerk's Office.

Public Works Department

Mr. Eulogio Vera, Director of Public Works, made a PowerPoint presentation which included the following: Our Mission Statement, Public Works Department Organizational Chart Fiscal Year 2022-2023, Overview, Public Works Administration, Highway Users Division New Projects, Expanded Program & Capital Projects, American Rescue Plan Act (ARPA) Approved Projects, Solid Waste Division, Fleet Services Division, Water Division, Wastewater Division and Conclusion. A copy of this presentation is included with the complete agenda packet filed in the City Clerk's Office.

Fire Department

Mr. Angel Ramirez, Fire Chief, provided an update of Fire Station #2. He informed that the bid opening will be held May 19, 2022, then on May 25, 2022 staff will present bids to City Council to award the project.

Mayor Gerardo Sanchez asked Chief Ramirez for how long has the city been working on this project.

Mr. Ramirez replied that it has been approximately two (2) years since staff started working on this project. He made a PowerPoint presentation which included the following, Fire Administration, Fire Suppression, and Goals. A copy of this presentation is included with the complete agenda packet filed in the City Clerk's Office.

Police Department

Mr. Richarch Jessup, Police Chief, made a PowerPoint presentation which included the following, Community Outreach Programs, Community Events, 2021-2022 Highlights, SLPD Stats, Calls for Service, Demographics, Grant Revenues Increases, 2019-2024 5 Year Master Plan Update and Goals, Police Station East Design, Requested Budget Increase, Previously Approved CIP Projects, and CIP FY 2023. A copy of this presentation is included with the complete agenda packed filed in the City Clerk's Office.

Planning & Zoning Department

Mr. Jose A. Guzman, Director of Planning and Zoning, made a PowerPoint presentation which included the following, Goals, Building Safety, Code Enforcement, GIS, Development Services, Other Accomplishments, City Hall Expansion, and Specific Plans. A copy of this presentation is included with the complete agenda packet filed in the City Clerk's Office.

Economic Development

Ms. Jenny Torres, Economic Development Manager, made a PowerPoint presentation which included the following, Porposed Redevelopment Area: Downtown Redevelopment Master Plan, Circulation Study, Parking Study, and Origin and Destination Study, Downtown Park and Parking Design, Downtown San Luis Master Drainage Plan, CDBG-SSP Rancho Los Oros Phase II, Mesa Street Improvement Project, Cesar Chavez Boulevard Design and Private ROW, Broadband Regional Commitment Proposed Yuma County Network, Small Business Relief Grants, and Economic Incentives. A copy of this presentation is included with the complete agenda packet filed in the City Clerk's Office. Ms. Torres staff met with the Arizona State Land Department to see if an inventory of all roadway strips throughout the city and do one package of all those right-of-ways and apply for them all at once rather than doing it individually. Furthermore, she added that another important step that the city needs to take is to start the process for future roadways and the final is to annex Yuma county, this is something that staff needs to focus on.

Municipal Court

Ms. Nohemy Echavarria, Magistrate, made a PowerPoint presentation which included the following, Court Filings January 2021 – March 2022, Hearings January 2021 – March 2022, Court's Revenue, and News/Updates. A copy of this presentation is included with the complee agenda packet filed in the City Clerk's Office.

Mayor Gerardo Sanchez asked how much does a new court house cost.

Mr. Lizandro Galaviz, Acting City Manager, replied that staff is currently working on the design. He mentioned that once this is done, then Ms. Echavarria will make a presentation to Mayor and City Council which will include the location, design and other recommendations.

City Attorney

Ms. Kay Marion Macuil, City Attorney, made a PowerPoint presentation which included a Professional Development slide. A copy of this presentation is included with the complete agenda packet filed in the City Clerk's Office. Ms. Macuil also gave a brief presentation on the City Prosecutor's Office which included some of their accomplishments.

Parks & Recreation Department

Ms. Maria A. Roldan, Acting Director of Parks & Recreation, made a PowerPoint presentation which included the following, About Us, Mission, Objectives, Cultural Center Division, Cultural Center Projects, Recreation Division, Youth Center and Municipal Pool Divisions, Parks Grounds Division, Parks Grounds Projects, Facilities Division, Senior Center Division, Senior Center Projects, Future Projects, Organizational Chart, and Special Events. A copy of this presentation is included with the completed agenda packet filed in the City Clerk's Office. Ms. Roldan also played a video which included events held in the city during the year.

Human Resources Department

Ms. Maria Muñoz, HR Analyst, made a PowerPoint presentation which included the following, Human Resources Mission, Goals and Objectives, Annual Tasks Accomplished-Benefits Administration July 2021-Present, Benefits Package, Open Enrollment, Goals Accomplish-Recruitment July 2021-Present, Career Expo, Goals Accomplished-Programs and Training July 2021-Present, Community Outreach-Ugly Sweater Sweepstakes, Christmas Tree Angel Program, Other Programs, and Team Goals Accomplished July 2021-Present. A copy of this presentation is included with the complete agenda packet filed in the City Clerk's Office.

Billing & Collections Division

Mr. Edgar Esparza, Acting Billing and Collections Manager, made a PowerPoint presentation which included the following, Mission Statement, FY 2021-2022 Department Accomplishments, Goals & Objectives for FY 2022-2023, Account Funding Increases, Account Funding Decreases, Paper vs. Paperless Billing, Transactions, Cash, Checks, & MO vs. Electronic Payments, New Water Meters Installed, New Utility Accounts, Business Licenses, and Active Business Licenses. A copy of this presentation is included with the complete agenda packet filed in the City Clerk's Office.

Lunch break was taken from 12:01 p.m. to 1:00 p.m. The budget retreat resumed at approximately 1:09 p.m.

Office of the City Clerk

Mr. Sonia Cornelio, City Clerk, made a PowerPoint presentation which included the following, Updates, Budget FY 2022-2023. A copy of this presentation is included with the complete agenda packet filed in the City Clerk's Office.

Information Technology

Mr. Derek Dueñas, Information Technology Manager, made a PowerPoint presentation which included the following, IT Mission Statement, Accomplishments FY 2021-2022, Objective for Fiscal Year 2022-2023, Capital Improvement Projects FY 2022-2023, Personnel Request FY 2022-2023, and Information Technology-Organizational Chart. A copy of this presentation is included with the complete agenda packet filed in the City Clerk's Office.

Risk Management Division,

Ms. Maria Sabori, Risk Management Analyst, made a PowerPoint presentation which included the following, Incident Claim Review FY 21/22, ADOSH PEPP Program, Trainings, Safety Programs, AMRRP Risk Prevention Programs, and Budget Request. A copy of this presentation is included with the complete agenda packet filed in the City Clerk’s Office.

Closing Remarks

The Mayor and members of the City Council thanked staff for the excellent job and dedication done during the budget preparation.

3. ADJOURNMENT

MOTION: Council Member Mario Buchanan Jr./Vice-Mayor Africa Luna-Carrasco to adjourn the Budget Retreat meeting at approximately 3:27 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Africa Luna-Carrasco	Aye
Council Member Luis Cabrera	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

APPROVED:

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Budget Retreat for the City Council of the City of San Luis, Arizona, held on May 14, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. B.

Meeting Date: 05/25/2022

Summary

Disbursements from May 3, 2022 to May 16, 2022

Total Disbursements \$1,390,406.87

(One Million, Three Hundred Ninety Thousand, Four Hundred Six Dollars and Eighty-Seven Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING MAY 25, 2022 Disbursement Report from 05/03/2022 TO 05/16/2022

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Payroll Check Account	05/05/2022	\$ 4,674.18	Schedule A
Accounts Payable Check Account	05/05/2022	\$ 674,290.02	Schedule B
Payroll Check Account	05/10/2022	\$ 387,537.74	Schedule C
Accounts Payable Check Account	05/12/2022	\$ 323,904.93	Schedule D

Total Disbursements: \$ 1,390,406.87

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

Prepared by David A. Espitia: David Espitia

Verified by Director of Finance: [Signature]

For Council approval on: _____

Mayor: _____

Council: _____

RECEIVED

2022 MAY 17 A 7:45

CITY OF SAN LUIS
OFFICE OF THE CITY CLERK



Pay Day Register

Pay Date Range 05/01/22 - 05/31/22
Pay Batch 202205M

Pay Batch 202205M Total

Employees in Pay Batch 7

Female Employees in Pay Batch 2

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
102 - SALARY	.0000	7,550.00	Gross	7,700.00	ASRS Council	109.98 900.00
806 - TELEPHONE STIPEND	.0000	150.00	Imputed Income		ASRS LTD Council	1.71 900.00
Total	0.0000	\$7,700.00	FEDERAL TAX WITHHOLDING	58.75	ASRS/EORP - LEGACY RATE	442.89 900.00
			SOCIAL SECURITY TAX	477.40	Dental Council	244.85 .00
			MEDICARE	111.65	EODCRS - COUNCIL	108.00 1,800.00
			STATE WITHHOLDING	111.67	EODCRS - DISABILITY	2.26 1,800.00
			ASRS Council	109.98	EODCRS/EORP LEGACY RATE	997.74 1,800.00
			ASRS LTD Council	1.71	Health Council	5,593.67 .00
			Council Retirement EORP	447.50	Retirement Council EORP	2,979.36 4,850.00
			Dental Council	174.38	Vision Council	79.03 .00
			EODCRS - COUNCIL	144.00	Total	\$10,559.49
			EODCRS - DISABILITY	2.26		
			GARNISHMENT	221.11	Workers' Comp	Gross Base
			Medical Council	1,108.53	MUNICIPAL/ TOWN/	134.77 7,700.00
			MISCELLANEOUS	5.00	Total	\$134.77
			Vision Council	51.88		
			Net	\$4,674.18		
					Direct Deposits	Amount
					1st Bank Yuma	734.12
					Chase Bank	738.14
					Federal Credit Union	1,087.98
					Navy Federal	523.36
					REALTORS FED CRED UNION	22.54
					WASHINGTON FEDERAL	797.18
					Wells Fargo	770.86
					Total	\$4,674.18
					Check	\$0.00

Monica Castro
Digitally signed by Monica Castro
 DN: cn = Monica Castro, o = ...
 Date: 2022.05.05 11:18:28 -0700

Payment Register

From Payment Date: 5/2/2022 - To Payment Date: 5/5/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
101874	05/02/2022	Open			Accounts Payable	EMAZON, JESUS	\$208.00		
101875	05/02/2022	Open			Accounts Payable	GARCIA, JESUS	\$120.00		
101876	05/02/2022	Open			Accounts Payable	MARTINEZ, JOSE ALFREDO	\$88.00		
101877	05/02/2022	Open			Accounts Payable	OFFICE DEPOT	\$284.59		
101878	05/02/2022	Open			Accounts Payable	RAMIREZ, FELIPE	\$256.00		
101879	05/02/2022	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$220.00		
101880	05/02/2022	Open			Accounts Payable	SANDOVAL, MONTSERRAT	\$60.00		
101881	05/02/2022	Open			Accounts Payable	TORNADO FENCE LLC	\$8,250.00		
101882	05/03/2022	Open			Accounts Payable	AMES ORTIZ, KARLA	\$125.00		
101883	05/05/2022	Open			Accounts Payable	AUTOZONE STORES, INC	\$624.86		
101884	05/05/2022	Open			Accounts Payable	CORDOVA, ROSALICIA	\$25.00		
101885	05/05/2022	Open			Accounts Payable	DELL MARKETING L.P.	\$10,342.71		
101886	05/05/2022	Open			Accounts Payable	GLOBAL EQUIPMENT COMPANY INC.	\$249.43		
101887	05/05/2022	Open			Accounts Payable	HACH COMPANY	\$3,000.00		
101888	05/05/2022	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$221.11		
101889	05/05/2022	Open			Accounts Payable	INTERNATIONAL ASSOC. FOR PROP/EVIDENCE	\$65.00		
101890	05/05/2022	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$1,683.47		
101891	05/05/2022	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$199.58		
101892	05/05/2022	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	\$800.00		
101893	05/05/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	\$303.40		
101894	05/05/2022	Open			Accounts Payable	OFFICE DEPOT	\$916.86		
101895	05/05/2022	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$132.00		
101896	05/05/2022	Open			Accounts Payable	RODRIGUEZ, JARMY	\$338.40		
101897	05/05/2022	Open			Accounts Payable	RUSH TRUCK CENTER	\$1,932.27		
101898	05/05/2022	Open			Accounts Payable	RUSS BASSETT CORP.	\$1,775.79		
101899	05/05/2022	Open			Accounts Payable	SHELTERED WINGS INC	\$657.58		
101900	05/05/2022	Open			Accounts Payable	SPECIALTY ELECTRIC	\$11,700.00		
101901	05/05/2022	Open			Accounts Payable	THE HOME DEPOT	\$6,432.91		
101902	05/05/2022	Open			Accounts Payable	VILLAPUDUA, DIEGO	\$1,500.00		
101903	05/05/2022	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	\$1,116.59		
101904	05/05/2022	Open			Accounts Payable	AIRGAS USA LLC	\$324.54		
101905	05/05/2022	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$74.13		
101906	05/05/2022	Open			Accounts Payable	BELTRAN, KATHY, N	\$20.00		
101907	05/05/2022	Open			Accounts Payable	BOUCHER, MICHELLE	\$755.00		
101908	05/05/2022	Open			Accounts Payable	DAVE BANG ASSOC. INC.	\$1,880.37		
101909	05/05/2022	Open			Accounts Payable	EMPIRE MACHINERY	\$910.39		
101910	05/05/2022	Open			Accounts Payable	ESPARZA, EDGAR	\$128.00		
101911	05/05/2022	Open			Accounts Payable	GALVAN, AURELIO, JR	\$150.00		
101912	05/05/2022	Open			Accounts Payable	GREELEY, DIANA	\$10.00		
101913	05/05/2022	Open			Accounts Payable	GUEVARA, ALAN	\$150.00		
101914	05/05/2022	Open			Accounts Payable	HERNANDEZ, SAMUEL	\$65.00		
101915	05/05/2022	Open			Accounts Payable	MEDICAID OVERPAYMENT	\$996.01		
101916	05/05/2022	Open			Accounts Payable	MERRILL WALKER BUILDERS, INC.	\$52,085.56		
101917	05/05/2022	Open			Accounts Payable	NIEVES HEIDY QUINTERO	\$1,050.00		
101918	05/05/2022	Open			Accounts Payable	OFFICE DEPOT	\$43.32		

Schedule R

Payment Register

From Payment Date: 5/2/2022 - To Payment Date: 5/5/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
101919	05/05/2022	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	\$998.51		
101920	05/05/2022	Open			Accounts Payable	PIONEER TITLE AGENCY, INC	\$400.00		
101921	05/05/2022	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	\$243.90		
101922	05/05/2022	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	\$2,700.08		
101923	05/05/2022	Open			Accounts Payable	SANDOVAL, ANTONIO	\$300.00		
101924	05/05/2022	Open			Accounts Payable	SECRETARY OF STATE	\$43.00		
101925	05/05/2022	Open			Accounts Payable	SYNERGY HOLDING, INC	\$1,320.21		
101926	05/05/2022	Open			Accounts Payable	THOMPSON DESIGN ARCHITECTS P.C.	\$19,702.00		
101927	05/05/2022	Open			Accounts Payable	YUMA INSURANCE, INC	\$50.00		
101928	05/05/2022	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$218.56		
Type Check Totals:									
EFT									
1300	05/02/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$660.00		
1301	05/05/2022	Open			Accounts Payable	ALSCO, INC	\$390.74		
1302	05/05/2022	Open			Accounts Payable	AMAZON WEB SERVICES INC	\$1.72		
1303	05/05/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$212.00		
1304	05/05/2022	Open			Accounts Payable	BILL ALEXANDER FORD	\$347.41		
1305	05/05/2022	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	\$327.41		
1306	05/05/2022	Open			Accounts Payable	CARAHSOFT TECHNOLOGY CORPORATION	\$86,948.27		
1307	05/05/2022	Open			Accounts Payable	CSC OF YUMA	\$1,711.64		
1308	05/05/2022	Open			Accounts Payable	DESERT WATER STORE INC	\$24.90		
1309	05/05/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$200.00		
1310	05/05/2022	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$11,041.59		
1311	05/05/2022	Open			Accounts Payable	MONOPRICE INC.	\$869.81		
1312	05/05/2022	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$201.65		
1313	05/05/2022	Open			Accounts Payable	RAMIREZ ADVISORS INTERNATIONAL,LLC	\$4,583.33		
1314	05/05/2022	Open			Accounts Payable	RDO EQUIPMENT CO.	\$810.28		
1315	05/05/2022	Open			Accounts Payable	REPUBLIC EVS LLC	\$228,357.20		
1316	05/05/2022	Open			Accounts Payable	ROACH PEST CONTROL	\$2,150.00		
1317	05/05/2022	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$2,975.88		
1318	05/05/2022	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$10,772.00		
1319	05/05/2022	Open			Accounts Payable	SPRAGUES SPORTS INC.	\$939.54		
1320	05/05/2022	Open			Accounts Payable	TRUCKPRO, LLC	\$69.14		
1321	05/05/2022	Open			Accounts Payable	UNITED LABORATORIES INC.	\$854.88		
1322	05/05/2022	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$817.60		
1323	05/05/2022	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$165.00		
1324	05/05/2022	Open			Accounts Payable	YUMA PRINTING COMPANY	\$600.07		
1325	05/05/2022	Open			Accounts Payable	YUMA TRUCK PARTS	\$474.35		
1327	05/05/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$734.99		
1328	05/05/2022	Open			Accounts Payable	AMERICAN PAVEMENT PRESERVATION LLC	\$125,209.44		
1329	05/05/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$230.00		
1330	05/05/2022	Open			Accounts Payable	FRUTH GROUP INC	\$252.96		

Payment Register

From Payment Date: 5/2/2022 - To Payment Date: 5/5/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1331	05/05/2022	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$49,795.37		
1332	05/05/2022	Open			Accounts Payable	POLAR ICE LLC	\$188.21		
1333	05/05/2022	Open			Accounts Payable	YUMA TRUCK PARTS	\$138.76		
1334	05/05/2022	Open			Accounts Payable	YUMA WINNELSON CO.	\$2,986.75		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals								\$536,042.89	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$138,247.13	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	55	\$138,247.13	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	34	\$536,042.89	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	34	\$536,042.89	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$674,290.02	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	89	\$674,290.02	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	55	\$138,247.13	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	55	\$138,247.13	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	34	\$536,042.89	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	34	\$536,042.89	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	89	\$674,290.02	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	89	\$674,290.02	\$0.00

Digitally signed by: David Espitia
 DN: CN = David Espitia
 email = despitia@sanluisaz.gov
 C = AD O = City of San Luis OU = Finance
 Date: 2022.05.05 16:39:10 -07'00'

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Pay Day Register

Pay Date Range 04/23/22 - 05/06/22

Pay Batch 202210

Monica Castro
Digitally signed by Monica Castro
DN: CN = Monica Castro email =
mcastro@santitas.gov C = AD
Date: 2022.05.11 10:34:43 -0700

PSPRS FIRE DB RATE - TIER 3	3,682.34	37,045.67	FIREFIGHTERS & DRIVERS	5,951.25	125,288.92
PSPRS FIRE DC RATE - TIER 3	226.62	2,517.97	GARBAGE/ ASH/ REFUSE	366.32	5,861.09
PSPRS FIRE DISABILITY RATE	22.16	2,517.97	Homemaker Service	20.55	897.40
PSPRS POLICE DB RATE - TIER	3,954.89	51,697.91	MUNICIPAL/ TOWN/	103.43	5,910.29
PSPRS POLICE DB RATE - TIER	2,648.31	22,732.32	PARKS- NOC ALL EMPLOYEES	768.53	24,791.14
PSPRS POLICE DB RATE - TIER 2	1,181.99	10,145.83	POLICE OFFICERS	6,001.87	126,354.46
PSPRS POLICE DB RATE - TIER 3	3,353.43	33,736.78	RECREATION- ALL EMPLOYEES/	250.77	18,304.34
STANDARD LIFE ADDTNL	1,022.48	.00	SEWAGE DISPOSAL/ PLANT	739.54	21,498.05
TRANSWESTERN MEXICAN	97.00	.00	Street or Road Construction	1,659.40	18,792.83
U.S. MEX DENTAL - EE &	554.31	.00	WATERWORKS OPERATIONS	559.06	16,110.84
U.S. MEX DENTAL - EE &	164.24	.00	Total	<u>\$18,650.99</u>	
UNITED WAY	14.00	.00			
US & MEX DENTAL= FAMILY	589.26	.00	Direct Deposits		Amount
US & MEX HEALTH = C	5,551.26	.00	1st Bank Yuma		30,055.68
US & MEX HEALTH = FAMILY	6,991.38	.00	ACADEMY BANK		2,386.12
US & MEX HEALTH = SP	1,565.74	.00	Bank of America		200.00
VSP - VISION CHILDREN	233.64	.00	Bankcorp		200.00
VSP - VISION FAMILY	356.95	.00	Charles Sch		200.00
VSP - VISION SPOUSE	97.35	.00	Chase Bank		187,931.58
Net	<u>\$387,537.74</u>		CHASE BANK MORGAN		1,037.34
			chase centro		1,153.71
			Federal Credit Union		40,436.61
			FF CREDIT UNION		2,264.35
			FIREFIGHTER FIRST CREDIT UNION		6,513.80
			MIT FEDERAL CREDIT UNION		549.13
			National Bank		1,999.89
			Navy Federal		19,021.01
			NetSpend Corporation DD		120.00
			NORTH ISLAND CREDIT UNION		701.90
			Sunbank		1,350.13
			THE FOOTHILLS BANK		922.76
			USAA FEDERAL SAVING		1,211.14
			VANTAGE WEST		1,404.13
			WASHINGTON FEDERAL		1,284.61
			Wells Fargo		85,113.96
			WELLS FARGO CALE		1,060.20
			Total		<u>\$387,118.05</u>
			Check		\$419.69

Schedule C

Payment Register

From Payment Date: 5/9/2022 - To Payment Date: 5/12/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
101929	05/11/2022	Open			Accounts Payable	BALSINO, PETER, M	\$6.85		
101930	05/11/2022	Open			Accounts Payable	CHARGO PA, GURSTEL	\$26.95		
101931	05/11/2022	Open			Accounts Payable	FOP/ALC	\$390.00		
101932	05/11/2022	Open			Accounts Payable	GARCIA & CORNEJO, SERGIO & OSCAR	\$311.10		
101933	05/11/2022	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	\$345.00		
101934	05/11/2022	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$3,245.79		
101935	05/11/2022	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
101936	05/11/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$88.50		
101937	05/11/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,050.00		
101938	05/12/2022	Open			Utility Management Refund	GARCIA, OBED & MELISSA VALENZUELA	\$218.69		
101939	05/12/2022	Open			Accounts Payable	ADOT MVD	\$4.00		
101940	05/12/2022	Open			Accounts Payable	AED EVERYWHERE, INC.	\$612.84		
101941	05/12/2022	Open			Accounts Payable	AIRGAS USA LLC	\$2,217.29		
101942	05/12/2022	Open			Accounts Payable	ALVAREZ, MARIANO	\$30.00		
101943	05/12/2022	Open			Accounts Payable	ARBER TECH INC	\$7,877.50		
101944	05/12/2022	Open			Accounts Payable	ARIZONA DEPARTMENT OF PUBLIC SAFETY	\$0.33		
101945	05/12/2022	Open			Accounts Payable	ARIZONA STATE TREASURER	\$29,599.19		
101946	05/12/2022	Open			Accounts Payable	ARIZU VILLAR, GLORIA	\$25.00		
101947	05/12/2022	Open			Accounts Payable	AUTOZONE STORES, INC	\$134.50		
101948	05/12/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$71.20		
101949	05/12/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	\$37.00		
101950	05/12/2022	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$266.31		
101951	05/12/2022	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$921.58		
101952	05/12/2022	Open			Accounts Payable	BOTELLO, EMMANUEL	\$327.00		
101953	05/12/2022	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$1,309.09		
101954	05/12/2022	Open			Accounts Payable	CASINO ARIZONA/TALKING STICK RESORT	\$5,462.17		
101955	05/12/2022	Open			Accounts Payable	CENTURYLINK	\$99.92		
101956	05/12/2022	Open			Accounts Payable	CLARK ELECTRIC SALES, INC	\$50,505.52		
101957	05/12/2022	Open			Accounts Payable	CORREA, MARCO	\$123.00		
101958	05/12/2022	Open			Accounts Payable	DUENAS, ANDREY	\$123.00		
101959	05/12/2022	Open			Accounts Payable	EMAZON, JESUS	\$208.00		
101960	05/12/2022	Open			Accounts Payable	EMPIRE MACHINERY	\$508.00		
101961	05/12/2022	Open			Accounts Payable	ENTERPRISE FM TRUST	\$755.68		
101962	05/12/2022	Open			Accounts Payable	ESTRADA, LETICIA	\$100.00		
101963	05/12/2022	Open			Accounts Payable	FUENTES, CARLOS	\$1,000.00		
101964	05/12/2022	Open			Accounts Payable	GARCIA, GLARYS	\$2,000.00		
101965	05/12/2022	Open			Accounts Payable	GARCIA, JESUS	\$120.00		

Payment Register

From Payment Date: 5/9/2022 - To Payment Date: 5/12/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
101966	05/12/2022	Open			Accounts Payable	GILA ELECTRONIC	\$467.96		
101967	05/12/2022	Open			Accounts Payable	GOMEZ, MARCO	\$222.00		
101968	05/12/2022	Open			Accounts Payable	HAJOCA CORPORATION	\$135.52		
101969	05/12/2022	Open			Accounts Payable	HIGA, TRICIA, K	\$378.72		
101970	05/12/2022	Open			Accounts Payable	IPS GROUP INC	\$530.23		
101971	05/12/2022	Open			Accounts Payable	IRON MOUNTAIN INC	\$121.72		
101972	05/12/2022	Open			Accounts Payable	KLD CONSTRUCTION LLC	\$6,036.00		
101973	05/12/2022	Open			Accounts Payable	LAWSON PRODUCTS INC.	\$1,121.47		
101974	05/12/2022	Open			Accounts Payable	LIBERTY CRANE AND RIGGING CONSULTANTS LLC	\$2,432.80		
101975	05/12/2022	Open			Accounts Payable	LOOMIS	\$988.87		
101976	05/12/2022	Open			Accounts Payable	LOPEZ, FAUSTO	\$200.00		
101977	05/12/2022	Open			Accounts Payable	MAJCO LLC	\$752.16		
101978	05/12/2022	Open			Accounts Payable	MARTINEZ, JOSE ALFREDO	\$264.00		
101979	05/12/2022	Open			Accounts Payable	MERRILL WALKER BUILDERS, INC.	\$24,027.34		
101980	05/12/2022	Open			Accounts Payable	MORRIS, JOHNNIE	\$222.00		
101981	05/12/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	\$717.73		
101982	05/12/2022	Open			Accounts Payable	OFFICE DEPOT	\$843.34		
101983	05/12/2022	Open			Accounts Payable	ORTEGA, LUZ	\$75.00		
101984	05/12/2022	Open			Accounts Payable	ORTIZ, JUAN, C	\$123.00		
101985	05/12/2022	Open			Accounts Payable	PRIETO, ERNESTO	\$327.00		
101986	05/12/2022	Open			Accounts Payable	QUALIFICATION TARGETS, INC.	\$1,196.88		
101987	05/12/2022	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$170.00		
101988	05/12/2022	Open			Accounts Payable	RAMIREZ, FELIPE	\$160.00		
101989	05/12/2022	Open			Accounts Payable	RAMIREZ, TERESITA, D	\$220.00		
101990	05/12/2022	Open			Accounts Payable	RODARTE, RODRIGO	\$152.00		
101991	05/12/2022	Open			Accounts Payable	RUSH TRUCK CENTER	\$126.69		
101992	05/12/2022	Open			Accounts Payable	SANDOVAL, MONTSERRAT	\$120.00		
101993	05/12/2022	Open			Accounts Payable	SANDOVAL, SALVADOR	\$223.00		
101994	05/12/2022	Open			Accounts Payable	SERRANO, ELSIE	\$30.00		
101995	05/12/2022	Open			Accounts Payable	THE WINDOOR SHOP	\$117.68		
101996	05/12/2022	Open			Accounts Payable	VENEGAS LLAMAS, FRANCISCO	\$25.00		
101997	05/12/2022	Open			Accounts Payable	VILLA, JAZIEL	\$3.56		
101998	05/12/2022	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$1,067.99		
101999	05/12/2022	Open			Accounts Payable	CMI INC.	\$176.79		
102000	05/12/2022	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$550.95		
102001	05/12/2022	Open			Accounts Payable	24/7 GET FIT LLC	\$1,080.00		
102002	05/12/2022	Open			Accounts Payable	ALLKIOSK LLC	\$801.98		
102003	05/12/2022	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	\$293.36		
102004	05/12/2022	Open			Accounts Payable	CORRAL, RICARDO	\$1,440.00		
102005	05/12/2022	Open			Accounts Payable	CORREA GONZALEZ, MAYRA, ESTHER	\$100.00		
102006	05/12/2022	Open			Accounts Payable	DELL MARKETING L.P.	\$4,563.15		
102007	05/12/2022	Open			Accounts Payable	ECOVERDE, LLC	\$361.55		
102008	05/12/2022	Open			Accounts Payable	ESPARZA, BERENICE	\$75.00		
102009	05/12/2022	Open			Accounts Payable	GOMEZ, JOSE, MANUEL	\$52,938.60		
102010	05/12/2022	Open			Accounts Payable	MARTINEZ, SANDRA	\$75.00		
102011	05/12/2022	Open			Accounts Payable	OFFICE DEPOT	\$3,456.69		
102012	05/12/2022	Open			Accounts Payable	PEREZ, EVANGELINA	\$100.00		

Payment Register

From Payment Date: 5/9/2022 - To Payment Date: 5/12/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
102013	05/12/2022	Open			Accounts Payable	PINNACLE MEDICAL GROUP, AZ-P.C	\$546.00		
102014	05/12/2022	Open			Accounts Payable	SANCHEZ LARA, KARLA, SUSANA	\$100.00		
102015	05/12/2022	Open			Accounts Payable	VILLEGAS, RAFAEL	\$50.00		
Type Check Totals:									
EET									
1335	05/12/2022	Open			Accounts Payable	ALSCO, INC	\$1,085.97		
1336	05/12/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$949.14		
1337	05/12/2022	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	\$525.00		
1338	05/12/2022	Open			Accounts Payable	BILL ALEXANDER FORD	\$382.15		
1339	05/12/2022	Open			Accounts Payable	BLT ASPHALT LLC	\$2,187.20		
1340	05/12/2022	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$1,521.15		
1341	05/12/2022	Open			Accounts Payable	CDWG	\$9,709.37		
1342	05/12/2022	Open			Accounts Payable	CIVICPLUS	\$8,718.56		
1343	05/12/2022	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$37.00		
1344	05/12/2022	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$3,051.08		
1345	05/12/2022	Open			Accounts Payable	DESERT WATER STORE INC	\$129.38		
1346	05/12/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$3,870.00		
1347	05/12/2022	Open			Accounts Payable	FRUTH GROUP INC	\$151.98		
1348	05/12/2022	Open			Accounts Payable	FS.COM INC	\$459.00		
1349	05/12/2022	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$1,366.00		
1350	05/12/2022	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	\$412.50		
1351	05/12/2022	Open			Accounts Payable	KTL&C, LLC.	\$144.67		
1352	05/12/2022	Open			Accounts Payable	MASTER AUTO GLASS LLC	\$329.89		
1353	05/12/2022	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$2,074.78		
1354	05/12/2022	Open			Accounts Payable	MENDEZ ROBLES, NAZZER, O	\$5,135.00		
1355	05/12/2022	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$6,861.64		
1356	05/12/2022	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	\$3,400.00		
1357	05/12/2022	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	\$26,796.00		
1358	05/12/2022	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$1,353.18		
1359	05/12/2022	Open			Accounts Payable	ROACH PEST CONTROL	\$885.00		
1360	05/12/2022	Open			Accounts Payable	SIRCHIE ACQUISITION COMPANY LLC	\$982.92		
1361	05/12/2022	Open			Accounts Payable	SKAGGS COMPANIES, INC	\$157.04		
1362	05/12/2022	Open			Accounts Payable	SMITH, RALPH E. SR.	\$870.00		
1363	05/12/2022	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$938.73		
1364	05/12/2022	Open			Accounts Payable	SPECIALTY SEWING SENTER, INC.	\$428.18		
1365	05/12/2022	Open			Accounts Payable	SPRAGUES SPORTS INC.	\$135.52		
1366	05/12/2022	Open			Accounts Payable	USA BLUE BOOK	\$730.27		
1367	05/12/2022	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,103.95		
1368	05/12/2022	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	\$153.85		
1369	05/12/2022	Open			Accounts Payable	YUMA PRINTING COMPANY	\$2,108.95		
1370	05/12/2022	Open			Accounts Payable	YUMA TRUCK PARTS	\$763.32		
1371	05/12/2022	Open			Accounts Payable	YUMA WINNELSON CO.	\$4,244.31		

Payment Register

From Payment Date: 5/9/2022 - To Payment Date: 5/12/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1374	05/12/2022	Open			Accounts Payable	CDWVG	\$2,008.11		
1375	05/12/2022	Open			Accounts Payable	ROACH PEST CONTROL	\$895.00		
1376	05/12/2022	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$352.44		
1377	05/12/2022	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,709.01		
1378	05/12/2022	Open			Accounts Payable	YUMA TRUCK PARTS	\$716.11		
1379	05/12/2022	Open			Accounts Payable	YUMA WINNELSON CO.	\$3,627.85		
Type EFT Totals:							\$103,461.20		
1BYPAYABLE - 1st BY Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	\$220,443.73	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	87	\$220,443.73	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	43	\$103,461.20	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	43	\$103,461.20	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	130	\$323,904.93	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	130	\$323,904.93	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	\$220,443.73	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	87	\$220,443.73	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	43	\$103,461.20	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	43	\$103,461.20	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	130	\$323,904.93	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	130	\$323,904.93	\$0.00

David
Espitia

Digitally signed by: David
Espitia
DN: CN = David Espitia
email =
despitia@sanluisaz.gov
C = AD O = City of San
Luis OU = Finance
Date: 2022.05.12 17:39:
58 -07'00'



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. C.

Meeting Date: 05/25/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the fiscal year 2022-2023 budget for City Council's contracts, contributions, sponsorships, dues, and subscriptions. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

At the May 4, 2022, City Council Work Session, the City Council directed staff on its budget for its contracts, contributions, sponsorships, dues, and subscriptions. The total is \$792,484, as shown on the attached spreadsheet. On the May 11, 2022, Consent Agenda, City Council approved most of the contracts, the YCAT resolutions, and other documentation for the budgeted items. In future City Council Meetings, the remaining contracts within this budget will be presented on Consent Agendas to City Council for consideration.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE BUDGET OF \$792,484 FOR CITY COUNCIL'S CONTRACTS, CONTRIBUTIONS, SPONSORSHIPS, DUES, AND SUBSCRIPTIONS.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$792,484
BUDGETED AMOUNT: See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

These funds are budgeted for the fiscal year 2022-2023

Attachments

Spreadsheet

FY 2022-2023 BUDGET		City Council Contracts, Contributions, Dues Budget					
Agency*	Approved Budget* FY 2021-2022	Agency Requests Increase or new* FY 2022-2023	Total Request* WS 5/4/2022	Notes & Reason for Agency's Increase Request	Council Direction 5/4/2022	WS	Revised
80000 CONTRACTUAL SERVICES							
2 Ramirez Advisors Inter-National, LLC	\$ 55,000.00	\$ 5,000.00	\$ 60,000.00	Increased activity on POE 1			\$ 60,000
2 Ramirez Advisors Inter-National, LLC (Travel)		\$ 1,500.00	\$ 1,500.00	*Contingent Travel Expenses			\$ 1,500
3 Greater Yuma Eco. Dev. Corp.	\$ 57,508.00	\$ 6,262.00	\$ 63,770.00	Last yearly increase			\$ 63,770
4 4FrontED (IGA Contribution)	\$ 7,950.00	\$ -	\$ 7,950.00	2020 Pop 39,705 x 20¢			\$ 7,950
5 Greater Yuma Port Authority (IGA Contribution)	\$ 50,000.00	\$ -	\$ 50,000.00				\$ 50,000
6 YCAT-YCIPTA (IGA Contribution)	\$ 88,216.25	\$ 31,683.75	\$ 119,900.00	**Presentation			\$ 119,900
7 YCTA-YCITPA (IGA) One-Time Contribution	\$ -	\$ 158,920.00	\$ 158,920.00	**Presentation			\$ 158,920
Newspaper Publications: (No request associated)	\$ 25,000.00	\$ -	\$ 25,000.00				\$ 25,000
8 Humane Society of Yuma: Animal Shelter	\$ 50,000.00	\$ -	\$ 50,000.00				\$ 50,000
8A Humane Society of Yuma: Spay/Neuter Clinics	\$ 5,000.00	\$ -	\$ 5,000.00	Not used, paid with grants			\$ 5,000
9 Amberly's Place	\$ 42,000.00	\$ -	\$ 42,000.00				\$ 42,000
10 Yuma Community Food Bank ("YCFB")	\$ 25,000.00	\$ 5,000.00	\$ 30,000.00	Inflation			\$ 30,000
10A YCFB Youth Snack Program (No request)	\$ -	\$ -	\$ -	Program on hold			\$ -
YCFB Cold Food Storage Unit (No request)	\$ -	\$ -	\$ -	Future MOU, \$0.00			\$ -
11 Gethsemani Food Ministry	\$ 7,000.00	\$ -	\$ 7,000.00				\$ 7,000
12 San Luis Film Festival	\$ 5,000.00	\$ -	\$ 5,000.00				\$ 5,000
13 Blazing Desert ComicCon	\$ 5,000.00	\$ -	\$ 5,000.00				\$ 5,000
14 Off-Road Expo San Luis	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	Title-Level Sponsorship			\$ 20,000
15 PPEP (Youth Build)	\$ 30,000.00	\$ -	\$ 30,000.00				\$ 30,000
16 San Luis Chamber of Commerce	\$ -	\$ 25,000.00	\$ 25,000.00	New Group	Not Approved		\$ -
17 Arizona Interagency Farmworkers Coalition	\$ 5,000.00	\$ -	\$ 5,000.00		Increase 1,000		\$ 6,000
18 Cancer Support Group of Yuma County	\$ 5,000.00	\$ -	\$ 5,000.00	(Not Used last year)			\$ 5,000
19 Children's Museum of Yuma County	\$ -	\$ 10,000.00	\$ 10,000.00	New			\$ 10,000
20 Arte En La Calle	\$ -	\$ 5,000.00	\$ 5,000.00	New			\$ 5,000
21 Cesar Chavez Life & Legacy Committee	\$ -	\$ 9,000.00	\$ 9,000.00	New	Increase 1,000		\$ 10,000
Sub Total for Contractual Services	\$ 472,674.25	\$ 267,365.75	\$ 740,040.00		\$ (23,000.00)		\$ 717,040
		Balance Verification	\$ 740,040.00				
80007 COUNCIL SPONSORSHIPS & PLEDGES							
30 Civic Contributions: (No request associated)	\$ 22,000.00	\$ -	\$ 22,000.00				\$ 22,000
31 Gadsden Marching Band (No request)	\$ -	\$ -	\$ -				\$ -
Sub Total for Sponsorships & Pledges	\$ 22,000.00	\$ -	\$ 22,000.00		\$ -		\$ 22,000
		Balance Verification	\$ 22,000.00				
60020 DUES & SUBSCRIPTIONS							
41 Arizona League of Cities & Towns	\$ 22,385.00	\$ 955.00	\$ 23,340.00	Based on 2020 Census Pop.			\$ 23,340
42 Arizona Mexico Commission	\$ 1,500.00	\$ -	\$ 1,500.00				\$ 1,500
43 Border Trade Alliance	\$ 10,000.00	\$ -	\$ 10,000.00				\$ 10,000
44 JCG Technologies (Recording Software)	\$ 6,462.00	\$ (5,892.00)	\$ 570.00	Less, 2 years prior, \$567.22	Move to Software Support		\$ -
45 NALEO	\$ 700.00	\$ (120.00)	\$ 580.00	Less, Special Group Rate			\$ 580
46 National League of Cities	\$ 1,960.00	\$ 1,660.00	\$ 3,620.00	1st yr 2020Census New Cat			\$ 3,620
47 Yuma County Chamber of Commerce	\$ 660.00	\$ -	\$ 660.00				\$ 660
48 YMPO (Organized under ARS 28-7009 & 9-500.17)	\$ 7,917.26	\$ 5,646.83	\$ 13,564.09	***Fed Grant up, match up	Original increase amount is 5646.83		\$ 13,564
49 Yuma Sun Newspaper Subscription	\$ 170.00	\$ 10.00	\$ 180.00	Price up on-line, \$198 print			\$ 180
WAEDD (No request, Dissolved last year)	\$ 3,569.00	\$ (3,569.00)	\$ -	Last Year Not Used, Dissolved			\$ -
Subtotal for Dues and Subscriptions	\$ 55,323.26	\$ (1,309.17)	\$ 54,014.09		\$ -		\$ 53,444
		Balance Verification	\$ 54,014.09				
Grand Total	\$ 549,997.51	\$ 266,056.58	\$ 816,054.09		\$ (23,570.00)		\$ 792,484
		Balance Verification	\$ 816,054.09		Balance Verification		\$ 792,484
Agency	FY 2022	Increase	FY 2023	Notes			
*The yellow highlighted agencies sent a request letter, an invoice or there is other documentation.	*The dollar amounts in this column are rounded up to the nearest \$10 increment or to an increment that will calculate a rounded number for the request total. For exact amounts see attachments.	*Increases in this column are rounded up to the nearest \$10 increment or to an increment that will calculate a rounded number for the request total. For exact amounts see attachments.	*The total amounts in this column are rounded up to the nearest \$10 increment.	*Ramirez Advisers: \$1,500.00 Travel expenses have always been in the annual contract, but have not been listed before. Ramirez Advisers has never charged for travel expenses. It is included as a possible contingency. **YCAT-YCIPTA Representatives will present the multiple causes of the large increase. ***YMPO Actual assessment for current fiscal year 2021-2022 was estimated and budgeted at \$7,917.26, but the actual dues were \$10,940.67 received April 18, 2022. Actual cost increase is \$2,629.33			



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. D.

Meeting Date: 05/25/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with Arizona Interagency Farmworkers Coalition, Inc for Fiscal Year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

Service: Arizona Interagency Farmworkers Coalition, Inc. ("AIFC") is a non-profit organization whose primary focus is to increase awareness and coordinate efforts for migrant and seasonal agricultural workers in Arizona. Each year, AIFC awards scholarships to students from migrant families. The Agreement requires that no more than \$150.00 of the city's funds promote the scholarship in San Luis and the rest for scholarships to San Luis residents seeking post-secondary education. This year seven (7) students from San Luis are eligible for scholarship funds.

Amount: The city has entered into contracts with AIFC for two (2) years. The City Council directed staff to budget \$6,000.00 (an increase of \$1,000 from last year) for the Fiscal Year 2022-2023.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH THE ARIZONA INTERAGENCY FARMWORKERS COALITION, INC., IN THE AMOUNT OF \$6,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	6,000.00
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	

These funds are budgeted for fiscal year 2022-2023

Attachments

2022-07-01 AIFC Contract

2022-03-01 AIFC Request

AGREEMENT

This agreement (“Agreement”) is made this _____ day of May 2022 and is effective July 1, 2022. This Agreement is between:

Arizona Interagency Farmworkers Coalition, Inc. 5201 North Nisbet Road Scottsdale, Arizona 85254 A domestic nonprofit corporation organized under the laws of Arizona (“AIFC”)	The City of San Luis City Hall 1090 East Union Street (Physical Address) San Luis, Arizona P.O. Box 1170(Mailing Address) San Luis, Arizona 85349 A municipal corporation, Organized under the laws of Arizona (“City”)
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The AIFC and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

**SECTION ONE.
DUTIES OF AIFC**

- AIFC shall promote the post-secondary scholarships available through AIFC to San Luis, Arizona residents who are students.
- AIFC shall award funds provided by the City solely to students who are San Luis residents and only for scholarship money to be used for post-secondary education. The funds shall be awarded no later than June 30, 2023.
- AIFC shall use no more than \$150.00 of the \$6,000.00 to promote the scholarship fund to students who are San Luis residents.
- AIFC shall use the remaining funds towards awarding scholarships to at least 7 qualified San Luis, Arizona residents who are students.

**SECTION TWO.
BOOKS AND RECORDS**

AIFC shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City’s sponsorship. Such books shall be kept in a place convenient for City, and City shall have access to and the right to examine such books at any and all reasonable times. AIFC shall prepare a report and submit it to the City Manager by July 31, 2023, showing an accounting of the City’s Sponsorship and providing copies of receipts.

By July 31, 2023, AIFC shall prepare a presentation for the City Council of how the City’s funds were spent, obtaining any necessary consents from scholarship recipients. Outlines, documents, photographs, or video produced for the presentation shall be submitted to the City’s Public Information Officer.

**SECTION THREE.
DUTIES OF CITY**

City shall pay \$6,000.00 to AIFC solely for the purposes described in SECTION ONE above.

**SECTION FOUR.
TERMINATION ON DEFAULT**

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

**SECTION FIVE.
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 using prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested,
- personal delivery by a process server or
- sent by a nationally recognized courier (for example, Federal Express, U.P.S.)

and addressed to the respective Parties at the addresses in the opening paragraph of this Agreement, 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. For the City, a notice under this Agreement shall be to the attention of the City Manager and a copy to the City Attorney.

**SECTION SIX.
COMPLIANCE WITH LAWS AND REGULATIONS**

Services performed by AIFC under this Agreement shall be performed in full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated under such laws, including but not limited to the cancelation provisions for conflict of interest of A.R.S. § 38-511.

**SECTION ELEVEN.
MISCELLANEOUS PROVISIONS**

- No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof. 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. No waiver and no modification shall be effective unless it is in writing signed by the Parties and then only to the extent expressly set forth in such writing.
- Amendment of the Agreement. Neither Party shall change or add to this Agreement except by written amendment executed by the Parties.
- Severability. If any provision of the Agreement is declared void or unenforceable by a court of competent jurisdiction or by operation of legislation, such provision shall be severed from this Agreement. The remainder of this Agreement shall not be affected by that invalidity or

unenforceability. Each provision of this Agreement shall be valid and shall be enforced to the extent permitted by the law.

- D. All Laws. The Parties shall obey all laws. This Agreement is subject to the conflict and cancelation provisions of A.R.S. § 38-511.
- E. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement.
- F. Venue. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona. In such legal action, the Parties waive any right to object to such venue. Nothing in this paragraph shall be deemed to have authorized the bringing of any legal action in a court without jurisdiction to adjudicate it.
- G. Attorneys' Fees and Costs. Any action commenced in connection with this Agreement (including court action or arbitration) the Party prevailing in any such action, or other proceeding shall be paid all reasonable costs, reasonable financial services fees and reasonable attorney's fees by the other Party. If any judgment is secured by said prevailing Party, all such costs and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.
- H. No Assignment. The AIFC shall not assign the obligations arising under this Agreement to any person or entity without the City's consent.
- I. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person or entity not a Party shall have any right or cause of action under this Agreement.
- J. No Agency Created. The Parties do not intend to create, and nothing in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.
- K. Personal Liability. The elected officials, officers, directors, managers, agents or employees of the City shall not have any personal liability under this Agreement.
- L. Survival. All provisions that logically ought to survive termination of this Agreement shall survive.
- M. Time is of the essence. Time is of the essence in this Agreement.
- N. 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.
- O. Force Majeure. If the AIFC or the City 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 Party's control whose ability to perform is impaired and which that Party could not have prevented by exercising 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, epidemics or pandemics, orders and measures of governmental authorities in response to the epidemic or pandemic, or material changes in applicable business laws or regulations.
- P. 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 this Agreement.
- Q. Entire Agreement. This Agreement 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.
- R. 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 the signature of all Parties may be physically attached to a single document.

[Intentionally left blank, signature page follows.]

The Parties have executed this Agreement in Yuma County, Arizona, the day and year first set forth above, which is the date of the signature of the last Party to sign.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

**Arizona Interagency Farmworkers
Coalition, Inc.**

Fernando Quiroz, President

Date: _____



March 1, 2022,

To: City of San Luis

To Whom It May Concern:

In Arizona, there are tens of thousands of migrant and seasonal agricultural workers that make it possible for everyone to have fresh fruits and vegetables on their tables every day.

The Arizona Interagency Farmworkers Coalition, Inc. (AIFC) is a non-profit organization whose primary focus is to increase awareness and coordinate efforts around available resources and programs for migrant and seasonal agricultural workers in the state of Arizona. Our working Board of Directors includes representatives from such diverse areas as Education, Health, Labor, and other community based organizations.

AIFC's main activity is our annual educational conference and scholarship award ceremony. Each year, AIFC awards between five and ten \$1,500 scholarships to students from families that earn a living as migrant or seasonal agricultural workers. The AIFC conference is the only one of its kind in Arizona that provides opportunities to build collaborative relationships across agencies and disciplines to provide the most relevant, useful, and updated information for those that work with the people that put food on all of our tables.

We hope you will consider a donation to AIFC. All scholarship donations and proceeds from items auctioned at our live and silent auctions go directly to supporting awardees' post-secondary academic pursuits. **We gratefully accept both monetary contributions and items that may be auctioned at our silent and live auction during the conference to support our scholarship program, as well as general donations to support the conference.**

Included you will find our sponsor and donation forms, a description of benefits for donating at various levels, and the registration form if you are able to join us at our conference in September 2022. We would love to see you there!

If you have questions or would like any additional information about AIFC, the scholarship program, or the conference, please contact either Fernando Quiroz at 928-287-4125 or Lisa Nieri at 602-312-5016.

The 2019 AIFC Board Members thank you for considering an investment in our next generation by supporting post-secondary education for students of agricultural worker families.

Sincerely,

Fernando Quiroz, President
Maria Silva, Vice-President
Lisa Nieri, Treasurer
Maria V. Chavez
Rosa Varela
John Arnold
Miguel Ramos
Ernesto Lugo
Miguel A. Garcia
Kari Hogan



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. E.

Meeting Date: 05/25/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with the Comité De Bien Estar for the Cancer Support Group of Yuma County for Fiscal Year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

Service: The Cancer Support Group of Yuma County ("Group") was formerly with the Yuma Regional Medical Center. Now they are operating through the Comité De Bienestar, Inc. The Group coordinates a support group for those battling cancer and their families. Many of their current members are San Luis residents. The contract limits use of the city's funds to the San Luis Residents. The Group will use the funds towards a trip to a therapeutic resort.

Amount: Although the city has budgeted funds in the past, this is the first year the Group has agreed to use the funds. The pandemic made in-person gathering impossible. The City Council directed staff to budget \$5,000.00 for the fiscal year 2022-2023.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH THE COMITÉ DE BIENESTAR, INC. FOR THE SERVICES OF THE CANCER SUPPORT GROUP OF YUMA COUNTY IN THE AMOUNT OF \$5,000.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$5,000.00
BUDGETED AMOUNT: See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

These funds are budgeted for the fiscal year 2022-2023

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City

TOTAL: \$5,000.00
BUDGETED AMOUNT: See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER: See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

These funds are budgeted for the fiscal year 2022-2023

Attachments

2022-07 Cancer Support Group Contract
2022-04-28 Cancer Support Group Request

AGREEMENT

This agreement (“Agreement”) is made this _____ day of May 2022 and is effective July 1, 2022. This Agreement is between:

Comité De Bienestar, Inc. for Cancer Support Group of Yuma County (“Group”) 963 East B Street (Physical Address) San Luis, Arizona	The City of San Luis City Hall 1090 East Union Street (Physical Address) San Luis, Arizona
P.O. Box 7170 (Mailing Address) San Luis, Arizona 85349	P.O. Box 1170 (Mailing Address) San Luis, Arizona 85349
a non-profit corporation, organized under the Law of Arizona (“Comité ”)	a municipal corporation, organized under the laws of Arizona (“City”)

The Comité and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

“San Luis” means San Luis, Arizona.

RECITALS.

A. The Group was formerly under the Yuma Regional Medical Center. The members are now under the umbrella of the non-profit corporation, the Comité De Bienestar, Inc.

B. The Group’s volunteer labor coordinates a cancer survivor support group which is vital to the spirits, health, and welfare of the San Luis residents battling cancer and their families.

C. The City desires to support the Group’s services through Comité.

In consideration of the matters described above and the mutual benefit and obligations in this Agreement, the Parties agree:

SECTION ONE. COMITÉ’S DUTIES

Comité shall use the City funds solely for the following:

(1.1) Comité shall conduct outreach to inform San Luis residents who are battling cancer of the Cancer Support Group of Yuma County and of the benefits of participating in the Group.

(1.2) Comité shall coordinate eligible San Luis residents to participate in the Group, conduct regular Group meetings, and provide activities for the Group.

(1.3) Comité shall use City funds towards providing one (1) therapeutic, recreational trip for the San Luis residents in the Group.

**SECTION TWO.
BOOKS AND RECORDS**

Comité shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's funds. Such books shall be kept in a place convenient for City, and City shall have access to and the right to examine such books at any and all reasonable times. Comité shall prepare a report and submit it to the City Manager no later than July 31, 2023, showing an accounting of the City's Sponsorship and providing copies of receipts.

**SECTION THREE.
CITY'S DUTIES**

City shall pay Comité \$5,000.00 solely for the purposes described in SECTION ONE above. The City shall pay no later than four (4) weeks after receiving itemized receipts, either with receipts or quotes attached.

**SECTION FOUR.
INDEPENDENT CONTRACTOR AND OBEY ALL LAWS**

4.1 Rights of the Comité as an independent contractor include but are not limited to control of the work, manner, and methods of the work, and the right to contract with other employers.

4.2 Rights of the City include but are not limited to inspection and approval of the work.

4.3 The Comité is responsible for its equipment, materials, and personal property.

4.4 The Parties agree that the Comité, its employees, agents, and subcontractors shall be independent contractors. The Comité's employees, agents, and subcontractors shall not be considered employees or agents of the City for any purpose. They will not be entitled to the City's employee benefits.

4.5 Employment Law. The Comité shall be responsible for all employment laws and for its employees or individuals who are part of the Comité's Group, including but not limited to safe work conditions, all wages, payroll tax withholding, workers' compensation coverage, and unemployment compensation coverage.

4.6 Employment Eligibility. Under A.R.S. § 41-4401, e-verify:

(a) Comité warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A).

(b) That a breach of a warranty under paragraph (a) shall be deemed a material breach of the Agreement subject to penalties, including contract termination.

(c) That the City retains the legal right to inspect the papers of any contractor or subcontractor who works on this Agreement to ensure that the contractor or subcontractor complies with the warranty under paragraph (a).

4.7 Conflict of Interest. This Agreement is subject to the cancelation provisions of A.R.S. § 38-511 due to conflict of interest.

4.8 Obey all Laws. The Comité shall comply with and obey all laws that affect the work of the Comité under this Agreement.

SECTION FIVE. INDEMNIFICATION

The Comité and its agents, employees, successors, and assigns, agree to indemnify, hold harmless, protect and defend the City and its agents and employees from all claims, reasonable attorneys' fees and court costs, out-of-pocket expenses, damages (including compensatory, punitive damages and reasonable attorneys' fees) and liabilities, arising from or relating to the Comité 's Outreach Events and the Comité 's other obligations under this Agreement. This indemnification provision shall survive the expiration or termination of this Agreement. The Comité shall provide a Certificate of Insurance and endorsements showing the City as additionally insured.

SECTION SIX. TERMINATION

6.1 Without Cause. Either Party may terminate this Agreement and the services to be rendered without liability, with written notice to the other Party at least 30 days before the termination.

6.2 With Cause. Either Party may terminate this Agreement immediately for cause. For this purpose, "cause" means a material breach of this Agreement that the breaching Party does not cure within ten (10) days of receiving notice of the alleged breach from the non-breaching.

6.3 Expiration and Duration. This Agreement starts July 1, 2022, and expires June 30, 2023.

///

**SECTION SEVEN.
MISCELLANEOUS PROVISIONS**

7.01 Notices. Notice required in this Agreement shall be in writing and delivered personally to the other Party, or sent by any commercially reasonable means of receipted delivery, addressed to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

7.02 No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof. 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 any other provision of this Agreement. No waiver and no modification shall be effective unless it is in writing signed by the Parties and then only to the extent expressly set forth in such writing.

7.03 Amendment. Neither Party shall change or add to this Agreement except by written amendment executed by the Parties.

7.04 Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction or by operation of legislation, such provision shall be severed from this Agreement. The remainder of this Agreement will not be affected by that invalidity or unenforceability. Each remaining provision of this Agreement will be valid and enforced to the extent permitted by the law.

7.05 Governing Law. The laws of Arizona shall govern the interpretation and enforcement of this Agreement.

7.06 Venue. Venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Arizona. In such legal action, the Parties shall waive any right to object to such venue. Nothing in this paragraph shall be deemed to have authorized the bringing of any legal action in a court without jurisdiction to adjudicate it.

7.07 Attorney Fees and Costs. If either Party finds it necessary to bring any action at law, arbitration, or other proceedings against the other Party to enforce any of the terms, covenants, or conditions in this Agreement, the non-prevailing Party shall pay all reasonable costs, reasonable financial services fees, and reasonable attorney's fees. If the prevailing Party secures a judgment, all such costs and fees shall be included in the judgment, set by the court and not by jury.

7.08 No Assignment. The Comité shall not assign the benefits nor delegate the obligations under this Agreement to any person or entity.

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

7.10 No Agency Created. Nothing in this Agreement shall create any agency, partnership, joint venture, or other similar arrangements between the Parties.

7.11 No Personal Liability. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them by this Agreement, there shall be no personal liability on the City, its agents, elected officials, officers, and employees. The Parties understand that they act as agents and representatives of the City in such matters.

7.12 Time is of the Essence. Time is of the essence in this Agreement. The Comité shall use the utmost diligence to provide the services in this Agreement before June 30, 2023.

7.13 Further Acts. The Parties shall execute and deliver all documents and perform all acts as reasonably necessary to carry out the matters contemplated by this Agreement.

7.14 Force Majeure. If either Party or both Parties are prevented or materially restricted from performing any of their obligations under this Agreement due to an event of *force majeure*, then the obligations of both Parties shall be suspended or reduced to the extent made necessary by the event. As used in this subsection, “*force majeure*” means any act or cause not reasonably within the control of the Party whose ability to perform is impaired if that Party could not have prevented the cause by the exercise of reasonable diligence. In this Agreement, *force majeure* includes, but is not limited to, natural or man-made disasters, epidemics, pandemics, public health orders, emergency orders, material changes in the law or regulation, \ or any other legitimate condition beyond the City’s or the Comité’s control.

7.15 Headings. The headings in this Agreement are inserted for convenience only. They shall not control or affect the meaning or construction of this Agreement.

7.16 Authority. The undersigned represent to each other that they:

- have full power and authority to enter into this Agreement and
- have ensured that all necessary actions have been taken to give full force and effect to this Agreement.

7.18 Entire Agreement. This Agreement, including its incorporated Exhibit A, constitutes the entire Agreement between the Parties. All prior and contemporaneous agreements, representations, and understanding of the Parties, oral or written, are superseded and merged in this Agreement.

7.19 Counterparts. This Agreement may be executed in 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. Such signature pages may all be attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

The Parties have executed this Agreement in Yuma County, Arizona, on the day and year first set forth above, which is the date of the signature of the last Party to sign.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date:

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Comité De Bienestar, Inc.

Signature of the authorized representative

Print name of the authorized
representative

Title of the authorized representative

Cancer Support Group of Yuma County

April, 2022

Dear Mayor Gerardo Sanchez and Council members,

Currently, the Hispanic Cancer Support Group of Yuma County submits for your consideration our request for financial support for \$5,000.00.

Currently the support group is available to receive donations through the tax identification number of the non-profit organization Comité de Bienestar, which has great experience and prestige in our community.

The donation will be used to benefit our group members through the variety of activities that we run regularly throughout the month. Until now, we have been able to cover the monthly meetings with our own resources, which require an approximate investment of \$150.00 and which involves the purchase of drinks, food and materials for emotional therapy activities.

Additionally, we plan to make a trip whose amount we estimate close to \$3,500 and includes transportation and food. We also plan to host our annual Night of the Stars dinner in October, which costs more than \$5,000.00 and in which we provide food, music and decorations to more than 100 attendees including cancer patients and their families.

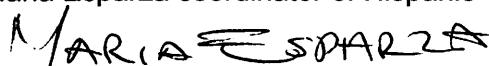
All this effort is possible with the support of our friends, local businesses and the community, and is aimed at those who are fighting this battle against cancer with the hope that they can find the support and encouragement of a family, like the one in we have become. So that they can face the terrible disease that is robbing them of their physical and emotional health.

For additional information, please contact Maria Esparza at (928) 259-1120.

We thank you in advance for the support provided.

Sincerely,

Maria Esparza coordinator of Hispanic Cancer Support Group.

A handwritten signature in black ink that reads "MARIA ESPARZA". The letters are slightly slanted and connected, with a prominent flourish at the end of the word "ESPARZA".



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

5. F.

Meeting Date: 05/25/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the contract with the Comité De Bien Estar, Inc. for the Off-Road Expo event in San Luis, Arizona for the fiscal year 2022-2023. **(Lizandro Galaviz, Acting City Manager)**

SUMMARY:

Service: The Off-Road Expo is a well-attended successful event. The publicity for the event promotes the city. The organizers scheduled the event for October 22, 2022, at Joe Orduño Park. However, the contract allows scheduling until the last day of the fiscal year, June 30, 2023. This year they have promised to commit \$10,000.00 towards post-secondary scholarships for eligible residents of San Luis.

Amount: The city has entered into contracts for the Off-Road Expo in past years. The City Council directed staff to budget \$20,000.00 for Fiscal Year 2022-2023.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH COMITÉ DE BIEN ESTAR, INC., IN THE AMOUNT OF \$20,000.00 FOR THE OFF-ROAD EXPO EVENT AND DEDICATION OF \$10,000 TOWARDS POST-SECONDARY SCHOLARSHIPS FOR SAN LUIS RESIDENTS.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$20,000.00
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):	
These funds are budgeted for the fiscal year 2022-2023	

Attachments

2022-07-01 Off-Road Expo & Scholarship Contract
2022-03-09 Request

AGREEMENT

This agreement (“Agreement”) made this _____ day of May 2022, and its effective date is July 1, 2022. This Agreement is between Comité De Bienestar, Inc., an Arizona non-profit corporation, 963 East B Street, P.O. Box 7170, San Luis, Arizona 85349) (“Comité”) and the City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349 (“City”). Comité and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

SECTION ONE. OFF-ROAD EXPO SAN LUIS EVENT

Under the terms and conditions of this Agreement, the Off-Road Expo San Luis event shall be held in San Luis, Arizona, before June 30, 2023.

If the City, in its sole discretion, determines that in-person gatherings are not safe or this event should not be held, for whatever reason, including no reason at all, then the City reserves the right to terminate this Agreement, in full, without legal recourse by Comité or liability or obligation to Comité whatsoever.

SECTION TWO. DUTIES OF COMITÉ

Comité shall advertise and promote the Off-Road Expo San Luis event and do or cause to be done all other things necessary or advisable to make the event a success.

Comité shall use all-volunteer labor to perform this Agreement.

Comité shall use \$10,000.00 for post-secondary scholarships for eligible San Luis residents.

SECTION THREE. ADVERTISING OF THE CITY’S NAME

Comité shall cause the City’s name “San Luis” to appear prominently in all advertising and publicity in connection with the Off-Road Expo San Luis event.

SECTION FOUR. DUTIES OF THE CITY

- A. The City shall pay \$20,000.00 to Comité. Payment shall be made out to Comité De Bien Estar for the purpose of the Off-Road Expo \$10,000 of which shall be used for scholarships as described in Section Two above.
- B. The City shall make the Joe Orduño Park, 1015 North Main Street, San Luis, Arizona, available for the Off-Road Expo San Luis event.
- C. The City staff shall work with Comité to make the Off-Road Expo San Luis event successful, such as promotion on the City’s website and its L.E.D. sign, and assistance with set-up and tear down.
- D. City will provide trash containers for the event and traffic control during the event.

- E. Otherwise, all expenses in any way pertaining to the Off-Road Expo San Luis event shall be the sole and separate liability of Comité. The City assumes no financial responsibility of any kind or nature relative to the Off-Road Expo San Luis event.

SECTION FIVE. LIABILITY INSURANCE

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

SECTION SIX. BOOKS AND RECORDS

Comité shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's sponsorship. Such books shall be kept in a place convenient for the City, and the City shall have access to and the right to examine such books at any and all reasonable times. Comité shall prepare a report and submit it to the City, to the City's Public Information Officer, on or before the first business day following forty-five (45) days after the event, showing an accounting of the City's Sponsorship and providing copies of receipts. Also, by that date, Comité shall prepare a presentation for the City Council showing either photographs or video or both of the Off-Road Expo San Luis and submit it to the City's Public Information Officer.

SECTION SEVEN. ASSIGNMENT OF RIGHTS

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

SECTION EIGHT. NO WAIVER

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

SECTION NINE. TERMINATION ON DEFAULT

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

SECTION TEN. GOVERNING LAW

It is agreed this Agreement shall be governed by, construed, and enforced under the laws of Arizona. This Agreement is subject to the cancellation for conflict of interest provisions of A.R.S. Sec. 38-511.

SECTION ELEVEN. ENTIRE AGREEMENT

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

SECTION TWELVE. MODIFICATION OF AGREEMENT

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

SECTION THIRTEEN. SECTION HEADINGS

The titles to the sections of this Agreement are solely for the convenience of the Parties. They shall not be used to explain, modify, simplify, or aid in interpreting the provisions of this Agreement.

SECTION FOURTEEN. COUNTERPARTS

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

[Intentionally left blank, signature page follows]

The Parties have executed this Agreement in San Luis, Arizona, the day and year first set forth above, which is the date of the signature of the last Party to sign.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Comité De Bienestar, Inc.

Signature of the authorized
representative

Print name of the authorized
representative

Title of the authorized representative

Date: _____



PO Box 3763, San Luis, Arizona 85349

March 09, 2022

CITY OF SAN LUIS

Dear Mayor Gerardo Sanchez,

The Off-Road EXPO Organization would like to invite the CITY OF SAN LUIS to participate as a Title Sponsor with a \$20,000 contribution for the 2022 Off-Road EXPO event. The event is scheduled for Saturday, October 22, 2022 at the Joe Orduño Park from 5:00 pm to 11:00 pm. This contribution will enable us to bring to the community once more an event that will ultimately highlight the City of San Luis as one of the best community events in Yuma County.

The Off-Road EXPO Committee is administered by a group of volunteers, all motivated by excellent core values and practices. The success of this event depends solely on the support of local businesses and its direct reflection of the generosity of the community of San Luis. The Off-Road Expo is also funded through in-kind contributions that are used to bring the event to the community and consequently have supported other mean full causes such as scholarship funds and cancer awareness.

We truly value your continuous support and look forward to a stronger and successful partnership as we celebrate our ninth year serving the community of San Luis.

Sincerely,

Lizeth Chavez
Off-Road EXPO Administrator
928-941-2599
Lchavez@offroadexposanluis.com



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 05/25/2022
Department Head: Angel Ramirez, Fire Chief, Fire Department
Submitted By: Angel Ramirez, Fire Chief, Fire Department
Action Requested: Motion

ITEM:

Discussion and possible update on any and all matters regarding the award of Construction Contract for Fire Station #2 to Merrill Development LLC. **(Angel Ramirez, Fire Chief)**

SUMMARY:

Staff is seeking approval of a construction contract to build Fire Station #2. This project has been in the making for the past 2 years. Fire Station #2 will provide better response times and meet the growing needs of the City of San Luis.

The project design was completed by Vega and Vega Engineering PLC, in December 2021, covering all work required for the new 2400 square foot seven dorm fire station, including an apparatus parking structure, as well as on-site infrastructure, concrete, and asphalt paving. Landscaping will be designed and provided by the City of San Luis Parks Department, and the off-site work, including sidewalks and driveways, will be provided by the City of San Luis Public Works Department. Thompson Design Architects were contracted for the bid Project Manual, and as consultants for the duration of the construction phase of the new fire station.

The city published an invitation for bids for the construction of Fire Station #2 on March 24th and 25th 2022 and on March 31st through April 1st, 2022. Bids were to be received no later than May 19th at 1300 hours. On May 19th staff confirmed receipt of bids from three interested bidders, Merrill Development LLC, Pilkington Contracting Company, LLC and Yuma Valley Contractors, Inc.

Attached you will find the three bids.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AWARD THE FIRE STATION #2 CONSTRUCTION BID TO MERRILL DEVELOPMENT, LLC IN AN AMOUNT NOT TO EXCEED \$1,091,088.00.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	\$1,091,088
BUDGETED AMOUNT:	\$700,000
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	806-182-90015 \$262,364 ;340-341-90015;255-021-90050.228 \$301,484.66

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

The City's FY 2022 budget includes \$700,000 for the construction of the Fire Station 2. These funds are enough to cover the expenses that would be incurred through June 30th, 2022. For FY 2023 we are allocating the necessary budget to this project to ensure it is completed next fiscal year.

Attachments

Fire Station #2 Bids

Bid Notice

Email - Date Extension

Pilkington Construction - Bid

Merrill Development - Bid

Yuma Valley Contractors - Bid



City of San Luis, Arizona
Invitation for Bids - BAN-2022-01
San Luis Fire Station #2, Phase 1

NOTICE IS HEREBY GIVEN THAT sealed proposals or bids will be received in the **Office of the City Clerk, City Hall, 1090 E. Union Street, City of San Luis, Arizona** until **4:00 p.m. (M.S.T.)** on **Wednesday, May 11, 2022** for furnishing all labor, materials, equipment, tools and performing all services required for the construction and work incidental to constructing the **City of San Luis Fire Station #2, Phase 1 ("BAN-2022-01")**. The City of San Luis, Arizona, is funding this project. The contractor shall comply with all requirements of a city-funded project. Proposals will be publicly opened and read aloud at **4:00 p.m. (M.S.T.)** on **Wednesday, May 11, 2022**.

Location: The proposed work is within the limits of the City of San Luis, Arizona at South East Corner of County 24th Street and 19th Avenue, San Luis, Arizona, a portion of Yuma County Assessor's Parcel Number 227-15-027.

The Work: The work consists of, but is not limited to, constructing the San Luis Fire Station #2, Phase 1 (BAN-2022-01) to be 2,400 SF. Of the 2,400 SF, 513 SF will be for B (Business) and 1,888 SF for R-2 (Residential). Uses for the space will be separated into business, residential, dormitories, and exercise areas. Unless otherwise specified, the contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of every nature, and incidental work (including but not limited to) dust and traffic control measures. The contractor shall perform all project work in a satisfactory and workmanlike manner within the specified time.

Guarantee: Every proposal shall include a certified check, cashier's check, or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the contractor will enter into a contract to perform the proposal in accordance with the plans and specifications. Notwithstanding any other statute, the surety bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this state issued by the director of the department of insurance and financial institutions pursuant to title A.R.S. § 20-201 et seq. The surety bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. § 7-101 are satisfied. The certified check, cashier's check, or surety bond shall be returned to the contractors whose proposals are not accepted, and to the successful contractor on the execution of a satisfactory bond and contract as provided in this article. The conditions and provisions of the surety bid bond regarding the surety's obligations shall follow the form required by A.R.S. § 34-201.

Reservation of Rights: The City of San Luis reserves the right under A.R.S. 34-201(A)(4) to reject any or all proposals or to withhold the award for any reason the City of San Luis determines. The City of San Luis, in its sole discretion, reserves the right to cancel this procurement and/or to waive any formality in any bid.

Timing: The Project shall be complete within **365** calendar days from the Notice to Proceed.

More Information:

Bid Documents, Design Plans, Project Manual, and Illustrative Contract Documents may be obtained by digital download at; https://drive.google.com/drive/folders/1Xbv_DF9SNuhSDCy8oo5_xmJN8_ijYf-4?usp=sharing or by contacting the City of San Luis | Fire Department | Ric Bauermann, Fire Inspector | rbauermann@sanluisaz.gov | Monday – Thursday 7:00 a.m. – 6:00 p.m.

- The City of San Luis will conduct an optional pre-bid conference on April 13, 2022 at 03:00 pm (M.S.T.). The City of San Luis will provide details to contractors of record.
- All bids must be in a sealed envelope and plainly marked: **“Sealed Bid Proposal, CITY OF SAN LUIS FIRE STATION #2, SAN LUIS, ARIZONA BID NO. BAN-2022-01.”**
- No bidder may withdraw their bid for Forty-Five (45) days after the above-date set for the bid opening.

City of San Luis, Arizona

Lizandro Galaviz, ACTING CITY MANAGER

Dates Advertised: Yuma Sun Publish Dates: **March 24 and March 25, 2022, and March 31 and April 01, 2022**

Sonia Cornelio

From: Richard Bauermann
Sent: Thursday, May 19, 2022 5:23 PM
To: Sonia Cornelio; Melissa Lopez
Cc: Kay Macuil
Subject: Date Extension

Attached is the RFI and Addendum to extend the date for bids.

From: Richard Bauermann
Sent: Thursday, May 12, 2022 3:05 PM
To: 'Brent Harper' <brent@jsyinc.com>; 'mikem@merrilldevelopment.com' <mikem@merrilldevelopment.com>; 'robert@dandhelectric.com' <robert@dandhelectric.com>; 'tim@pilkingtonconst.com' <tim@pilkingtonconst.com>; 'chris@pilkingtonconst.com' <chris@pilkingtonconst.com>; 'Nickolas Valenzuela' <Nick@jsyinc.com>; 'abrown.biddingus@gmail.com' <abrown.biddingus@gmail.com>; 'richard.juarez@cplc.org' <richard.juarez@cplc.org>; 'adam@truelinebuilders.net' <adam@truelinebuilders.net>
Cc: 'Vianey' <vianey@veganvega.com>; Angel Ramirez <ARamirez@sanluisaz.gov>
Subject: Major change to Civil Plans - RFI # 9

All,

All the RFIs 1-11 and Addendum #2, which extends the bid date, have been added to the downlink.

https://drive.google.com/drive/folders/1Xbv_DF9SNuhSDCy8oo5_xmJN8_ijYf-4?usp=sharing

"All Bid RFIs, within the 'Bid RFIs' project folder, shall be included in the preparation of bids. The closing bid date has been extended to May 19th, 2022 and all bids need to be submitted before 01:00 p.m. (MST)."

Please review and if you have questions or concerns, please contact myself or Vianey Vega at your earliest convenience.

Thanks in advance.....

Ric Bauermann
FIRE INSPECTOR



City of San Luis Fire Department
P.O. Box 445
1165 North McCain Ave
San Luis, AZ 85349-0445
(928) 341-8550 x2320 office
(928) 627-1426 fax
(928) 920-5346 cell
rbauermann@sanluisaz.gov

CONFIDENTIALITY NOTICE: This e-mail and any attachment to it are STRICTLY CONFIDENTIAL and contain privileged and confidential information intended only for the use of the intended recipient. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender at rbauermann@sanluisaz.gov and delete it and all attachments from your system. Thank you.

EXHIBIT B: BID

Date: 05/19/2022

The undersigned, as bidder, acknowledges that they have received and examined the Contract Documents, Plans, and Specifications for the:

CITY OF SAN LUIS FIRE STATION #2

By submission of this bid we certify this bid has been arrived at independently, without consultation, communication or agreement as to any matter related to this bid with any other bidder for this contract.

Attached is a Bid Guaranty Bond completed by a surety authorized to carry on a business in the State of Arizona, or a cashier's check, in the amount of at least ten (10%) percent of the total amount of this bid. If our bid is accepted, we agree to sign the Contract and to furnish the Performance Bond and Payment Bond and evidence of insurance within ten (10) days after receiving written Notice of Award.

We agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the contract within three hundred and sixty-five (365) calendar days after Notice to Proceed.

We acknowledge we have received the following addenda:

<u>1</u>	<u>4/5/22</u>	<u>2</u>	<u>5/12/22</u>
Addendum No.	Date	Addendum No.	Date

<u>RFI 001 - 013</u>			
Addendum No.	Date	Addendum No.	Date

	<u>Clint Harrington</u>	<u>President</u>
Contractor's Signature	(Print Name)	Title

Pilkington Contracting Co., Inc. dba Pilkington Construction Co.
Company Name

2975 South Avenue B, Yuma, AZ 85364
Address

<u>928-317-0345</u>	<u>clint@pilkingtonconst.com</u>
Telephone	Email

324433 (KB-1) / 324431 (A-17) / 332508 (CR-11)
Arizona Contractor's License #

INVITATION FOR BIDS NO: BAN-2022-01

City of San Luis Fire Station #2

Page 8 of 54

TOTAL BID PRICE BASE BID

\$ 1,321,111

(In Numbers)

One Million Three Hundred Twenty-One Thousand One Hundred Eleven

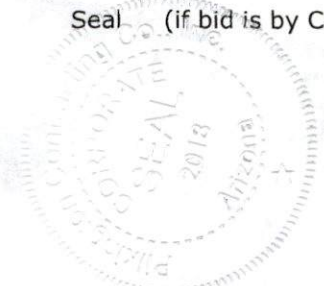
Dollars

(In Words)

and Zero


Cents

Seal (if bid is by Corporation)



Respectfully Submitted:

Bidder: Pilkington Contracting Co., Inc.
dba Pilkington Construction Co.

Signature: 

Title: President

License

No. 324433 (KB-1) / 324431 (A-17) / 332508 (CR-11) Address: 2975 South Avenue B

Date: May 19, 2022

Yuma, AZ 85364

BID FORM

OWNER: **CITY OF SAN LUIS**
1090 E. Union Street
San Luis, Arizona 853649

BID FOR: **CITY OF SAN LUIS FIRE STATION #2**

1. We, the undersigned, having familiarized ourselves with the local conditions, the project site, Instructions to Bidders, Form of Bid, the Plans and Specifications, and Addenda issues by the Architect, do hereby propose to furnish all labor, materials, necessary tools, expendable equipment, utility and transportation services necessary to complete the Work in strict accordance with the Contract Documents, including all Addenda.
2. Undersigned understands that Owner reserves the right to reject any or all bids, to waive any informality in receipt of this Bid, and to award Contract on the basis stated in the instructions to Bidders.
3. Undersigned declares that cost of Performance Bond in full amount of Contract, and Labor and Materials Payment Bond in full amount of Contract, is included in this Bid as an Additive Alternate price.
4. Undersigned agrees to enter into, prepare and execute a Contract, if awarded on the basis of this Bid, within ten (10) days after date of such notice, and to furnish Bonds and Insurance Certificates in accordance with Contract Documents.
5. This Bid is valid for 30 calendar days following the date for receiving Bids
6. Undersigned acknowledges receipt of the following Addenda:

Addendum No. 1 through Addendum No. 2 and RFI's 001 thru 013
7. Time is of the essence of this Contract. Contractor's representations as to completion on time are principal and material inducements to Owner in entering into said contracts. The undersigned agrees to start the Work within 10 days after the Notice to Proceed.

It is understood that a detailed schedule shall be coordinated with Owner personnel prior to issuance of the Notice to Proceed. This schedule shall govern the project.

8. Undersigned proposes to enter into Contract for the following amounts:

BASE BID:

The undersigned agrees to provide all labor, materials, equipment and services necessary to complete the above referenced project, as indicated on the Drawings and as specified herein, for the lump sum price of

One Million Three Hundred Twenty One Thousand One Hundred Eleven Dollars
(\$ 1,321,111).

The said amount constituting the Total Base Bid.

The undersigned agrees to provide all labor, materials, equipment and services necessary to complete the Alternative Bid Items, as indicated on the Drawings and as specified herein, for the lump sum price of:

ADDITIVE BID ALTERNATE 'A' – Bonds:

Performance Bond:


Five Thousand Five Hundred Dollars
(\$ 5,500.00).

Payment Bond:

Five Thousand Five Hundred
(\$ 5,500.00).

DEDUCTIVE BID ALTERNATE 'B': - All labor, materials, equipment to provide and install the Electric Drinking Fountain as noted on plans.

Two Thousand Three Hundred Ninety Five Dollars
(\$ 2,395).

Pilkington Contracting Co., Inc.		Date	<u>5/19/2022</u>
Contractor	<u>dba Pilkington Construction Co.</u>		
By	 <u>Clint Harrington</u>	Title	<u>President</u>
License No.	<u>324433 KB-1, 324431 A-17, 332508 CR-11</u>	Address	<u>2975 S. Avenue B Yuma, AZ 85364</u>
Telephone	<u>928-317-0345</u>	Surety	<u>Western Surety</u>

END OF BID FORM

EXHIBIT C: SURETY (BID) BOND

(Penalty of this bond must not be less than 10% of the bid amount)

Pilkington Contracting Co., Inc. dba

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Pilkington Construction Co.

as Principal, hereinafter called the Principal, and Western Surety Company,

a corporation duly organized under the laws of the State of South Dakota,

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto City of San Luis as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to City of San Luis for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its bid for:

APN

CONTRACT NO. 227-15-027 City of San Luis Fire Station #2

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the bid of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such bid, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the bid then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS 34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals: May 11, 2022

Pilkington Contracting Co., Inc. dba Pilkington Construction Co. Western Surety Company

Principal

Surety

By *[Signature]*

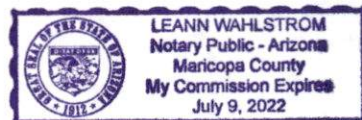
By *[Signature]*

Title President

Cliff Spickler, Attorney-in-Fact
Subscribed and sworn to before me
this 11th day of May, 2022.

My commission expires: 7/9/2022

Notary Public *Leann Wahlstrom*



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael D Specht, Deborah K Anderson, Lori L Dawson-Brown, Cliff Spickler, Wendy Capirci, Blake C Johnson, Individually

of Phoenix, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of October, 2020.

WESTERN SURETY COMPANY

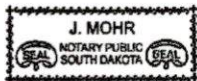


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of October, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of May, 2022

WESTERN SURETY COMPANY



L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



EXHIBIT D: QUALIFICATION AND CERTIFICATION FORM

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may be a determining factor in award.

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
Clint Harrington
3111 S. Horseshoe Bend Ave. Yuma, AZ 85364
928-503-1519

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
 Yes X No. If “Yes”, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes X No. If “Yes”, give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm’s present or any previous name)? Yes X No. If “Yes”, give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
 - a. A brief history of the Contractors Firm.
 - b. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - c. List of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The subcontractors Arizona ROC License number, contact name, and phone # must be included.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. City of San Luis reserves the right to request additional information.

EXHIBIT E: CONTRACTOR REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bid during the past twelve (12) months, in, or as close to the City of San Luis as possible.

1. **Company:** CDB Valley View Apartments, LP
Contact: Gary Black, Deputy Director
Phone: 928-315-5543
Address: 963 E. B St., San Luis, AZ 853649

2. **Company:** Somerton School District #11
Contact: Laura Noel, Ed. D - Superintendent
Phone: 928-341-6000
Address: 429 N. Carlisle Avenue, Somerton, AZ 85350

3. **Company:** Regional Center for Border Health
Contact: Amanda Aguirre, M.A., R.D. - President & CEO
Phone: 928-315-7910
Address: 950 E. Main St., Bldg. A, Somerton, AZ 85350

4. **Company:** Arizona Western College
Contact: Steve Eckert, Director of AWC Facilities Management
Phone: 928-580-0446
Address: 2020 S. Ave 8E, Yuma, AZ 85365

Pilkington Contracting Co., Inc.
dba Pilkington Construction Co.

Name of Business


Signature of Authorized Representative

EXHIBIT F: AFFIDAVIT BY CONTRACTOR CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)§
COUNTY OF YUMA)

Clint Harrington

(Name of Individual)

being first duly sworn, deposes and says:

That he/she is President
(Title)

of Pilkington Contracting Co., Inc. dba Pilkington Construction Co. and
(Name of Business)

That he/she is bidding on the **City of San Luis Fire Station #2**
and,

That neither he/she nor anyone associated with the _____

Pilkington Contracting Co., Inc. dba Pilkington Construction Co.
(Name of Business)

has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

Pilkington Contracting Co., Inc.
dba Pilkington Construction Co.
(Name of Business)

Clint
(By)

President
(Title)

Subscribed and sworn to before me this 19th day of May, 2022

My Commission expires: Dec. 06, 2025

Notary Public Lina Lopez

County: Yuma
STATE: ARIZONA

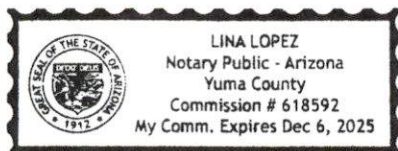


EXHIBIT G: SUBCONTRACTORS AND MATERIAL SUPPLIERS LIST

The successful bidder shall list below the names of all qualified subcontractors or material suppliers he will employ for the various portions of the work indicated. This list shall be provided at the pre-construction meeting.

SPECIALTY	SUBCONTRACTOR/MATERIAL SUPPLIER	LICENSE #
Concrete	Steve Evans Concrete	313788 CR-9
Structural Steel	Southwestern Steel	073127 A-11
Rough Carpentry	Pro Builders	326913 KB-2
Insulation/Roofing	Lines & Lundgreen	069354 CR-42
Flooring	Yuma Carpets	217708 CR-48
Fire Sprinklers	Precision Fire	275029 CR-16 302282 CR-67
Plumbing	PHD	265203 CR-77
HVAC	Polar Cooling	262295 C-39
Electrical	Somerton Electric	316206 CR-11
Utilities	Legacy Excavating	315357 CR-80

EXHIBIT H: SUBCONTRACTOR CERTIFICATION
INTENTIONS CONCERNING SUBCONTRACTORS

At the time of the submission of bids on: **City of San Luis Fire Station #2**

my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the City prior to award of this contract; and that documentation, such as copies of letters, request for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

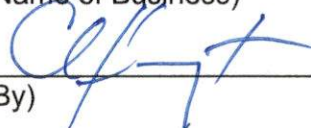
 X

It is my intention to subcontract a portion of the work.

It is not my intention to subcontract a portion of the work.

Pilkington Contracting Co., Inc.
dba Pilkington Construction Co.

(Name of Business)



(By)

President

(Title)

May 19, 2022

(Date)

**EXHIBIT L: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS**

The bidder certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Clint Harrington, President

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

_____ I am unable to certify the above statements. My explanation is attached.

EXHIBIT M: NOTICE OF AWARD

City of San Luis

Project No: _____ **CITY OF SAN LUIS FIRE STATION #2**

To: Pilkington Contracting Co., Inc.
dba Pilkington Construction Co.

2975 S. Avenue B

Yuma, AZ 85364

The bid submitted by you on _____, 2022 for the above referenced work has been reviewed and evaluated by the City and its Engineer. You are hereby notified you bid has been accepted in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Contract and furnish the required Performance Bond and Payment Bond within ten (10) calendar days of receipt of this Notice.

If you fail to execute the Contract and/or to furnish the required bonds within ten (10) days of receipt of this Notice, the City will be entitled to consider your bid abandoned and as a forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted by law.

You are required to return a signed copy of this Notice of Award to the City.

Dated this _____ day of _____, 2022.

CITY OF SAN LUIS:

Gerardo Sanchez, Mayor, City of San Luis

CONTRACTOR:

Signature

Date

BID FORM

OWNER: **CITY OF SAN LUIS**
 1090 E Union Street
 San Luis, Arizona 85349

BID FOR: **CITY OF SAN LUIS FIRE STATION #2**

1. We, the undersigned, having familiarized ourselves with the local conditions, the project site, Instructions to Bidders, Form of Bid, the Plans and Specifications, and Addenda issues by the Architect, do hereby propose to furnish all labor, materials, necessary tools, expendable equipment, utility and transportation services necessary to complete the Work in strict accordance with the Contract Documents, including all Addenda.
2. Undersigned understands that Owner reserves the right to reject any or all bids, to waive any informality in receipt of this Bid, and to award Contract on the basis stated in the instructions to Bidders.
3. Undersigned declares that cost of Performance Bond in full amount of Contract, and Labor and Materials Payment Bond in full amount of Contract, is included in this Bid as an Additive Alternate price.
4. Undersigned agrees to enter into, prepare and execute a Contract, if awarded on the basis of this Bid, within ten (10) days after date of such notice, and to furnish Bonds and Insurance Certificates in accordance with Contract Documents.
5. This Bid is valid for 30 calendar days following the date for receiving Bids
6. Undersigned acknowledges receipt of the following Addenda:

Addendum No. 1 through Addendum No. 2 and RFI's 1-13.
7. Time is of the essence of this Contract. Contractor's representations as to completion on time are principal and material inducements to Owner in entering into said contracts. The undersigned agrees to start the Work within 10 days after the Notice to Proceed.

It is understood that a detailed schedule shall be coordinated with Owner personnel prior to issuance of the Notice to Proceed. This schedule shall govern the project.
8. Undersigned proposes to enter into Contract for the following amounts:

BASE BID:

The undersigned agrees to provide all labor, materials, equipment and services necessary to complete the above referenced project, as indicated on the Drawings and as specified herein, for the lump sum price of

One Million Seventy Eight Thousand Seven Hundred Sixty Four Dollars
(\$ 1,078,764.00).

The said amount constituting the Total Base Bid.

The undersigned agrees to provide all labor, materials, equipment and services necessary to complete the Alternative Bid Items, as indicated on the Drawings and as specified herein, for the lump sum price of:

ADDITIVE BID ALTERNATE 'A' – Bonds:

Performance Bond:
Seven Thousand Twelve Dollars Dollars
(\$ 7,012.00).

Payment Bond:
Seven Thousand Twelve Dollars Dollars
(\$ 7,012.00).

DEDUCTIVE BID ALTERNATE 'B': - All labor, materials, equipment to provide and install the Electric Drinking Fountain as noted on plans.

One Thousand Seven Hundred Dollars Dollars
(\$ 1,700.00).

Contractor Merrill Development, Inc. Date 5-19-2022

By *Shuley Merrill* Title President

License No. AZ ROC 193193 Address 3266 E 33rd Pl, Yuma, AZ 85365

Telephone 928-341-0185 Surety Merchants Bonding Company

END OF BID FORM

EXHIBIT A: SCOPE OF WORK

The City of San Luis Fire Station #2 Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Plans, Project Manual and Contract Documents. This Work will be performed in strict conformance with the Plans, Proposal Manual, and Contract Documents, and all applicable code regulations.

Contract Time is 365 calendar days from the Notice to Proceed.

Bids shall be received for the following Bid Categories and the required specialty contractor's licenses accordingly.

Construction Plans Dated : August 2021

Project Manual Dated : December 2021

All additional information issued by addendum during the bidding period.

TOTAL BID PRICE

\$ 1,092,788.00
(In Numbers)

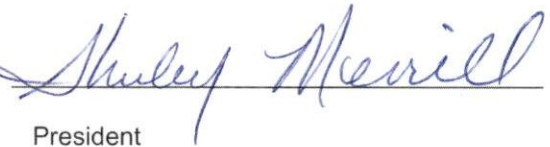
One Million Ninety Two Thousand Seven Hundred Eighty Eight Dollars Dollars
(In Words)

_____ Cents

Seal (if bid is by Corporation)

Respectfully Submitted:

Bidder: Merrill Development, Inc.

Signature: 

Title: President

License No. AZ ROC 193193

Address: 3266 E 33rd place, Yuma AZ 85365

Date: 5-19-22

EXHIBIT B: BID

Date: 5-19-2022

The undersigned, as bidder, acknowledges that they have received and examined the Contract Documents, Plans, and Specifications for the:

CITY OF SAN LUIS FIRE STATION #2

By submission of this bid we certify this bid has been arrived at independently, without consultation, communication or agreement as to any matter related to this bid with any other bidder for this contract.


Attached is a Bid Guaranty Bond completed by a surety authorized to carry on a business in the State of Arizona, or a cashier's check, in the amount of at least ten (10%) percent of the total amount of this bid. If our bid is accepted, we agree to sign the Contract and to furnish the Performance Bond and Payment Bond and evidence of insurance within ten (10) days after receiving written Notice of Award.

We agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the contract within three hundred and sixty-five (365) calendar days after Notice to Proceed.

We acknowledge we have received the following addenda:

Addendum # 1	4-5-22	Addendum # 2	5-12-22
Addendum No.	Date	Addendum No.	Date

RFI's 1-13			
Addendum No.	Date	Addendum No.	Date

	Shirley Merrill	President
Contractor's Signature	(Print Name)	Title

Merrill Development, Inc.

 Company Name

3266 E 33rd Place, Yuma AZ 85365

 Address

928-341-0185	mikem@merrilldevelopment.com
Telephone	Email

AZ ROC 193193

 Arizona Contractor's License #

EXHIBIT C: SURETY (BID) BOND

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Merrill Development, Inc.
as Principal, hereinafter called the Principal, and Merchants National Bonding, Inc.,
a corporation duly organized under the laws of the State of Iowa,
as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety
business in this State issued by the Director of the Department of Insurance, are held and firmly
bound unto City of San Luis as Obligee, hereinafter called the Obligee, in the sum of ten percent
(10%) of the amount bid, submitted by Principal to City of San Luis for the work described below,
for the payment of which sum well and truly to be made, the said Principal and the said Surety
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its bid for:

Project No:

CONTRACT NO. BAN-2022-01 City of San Luis Fire Station #2

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the
bid of the Principal and the Principal shall enter into contract with the Obligee in accordance with
the terms of such bid, and give such bonds and certificates of insurance as may be specified in
the contract documents with good and sufficient surety for the faithful performance of such
contract and for the prompt payment of labor and material furnished in the prosecution thereof, or
in the event of the failure of the Principal to enter into such contract and give such bonds and
certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the
penalty of the bond between the amount specified in the bid and such larger amount for which
the Obligee may in good faith contract with another party to perform the work covered by the bid
then this obligation is void. Otherwise, it remains in full force and effect provided, however, that
this bond is executed pursuant to the provisions of ARS 34-201, and all liabilities on this bond
shall be determined in accordance with the provisions of the section to the extent as if it were
copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Merrill Development, Inc.

Merchants National Bonding Inc.

Principal

Surety

By

President
Title

By Attorney-in-Fact

350 W. 16th St., Suite 103, Yuma, AZ. 85364

Address, Attorney-in-Fact
Subscribed and sworn to before me
this 12 day of May, 2022.

My commission expires: Aug 9, 2022

Notary Public



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Cynthia Gastelum; Douglas A Pancrazi; Mark R Pancrazi

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

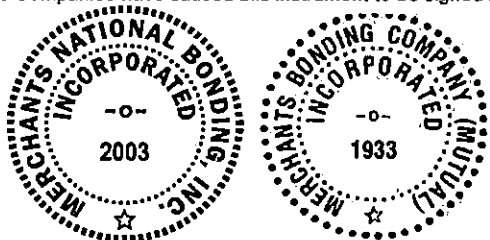
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

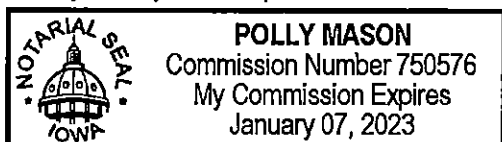


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

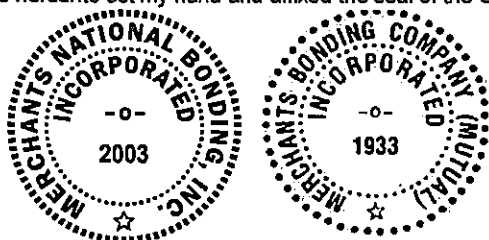


Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____.



William Warner Jr.
Secretary

EXHIBIT D: QUALIFICATION AND CERTIFICATION FORM

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may be a determining factor in award.

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
Merrill Development Inc, 3266 E 33rd Place, Yuma AZ 85365, 928-341-0185

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
 Yes x No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes x No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? Yes x No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
 - a. A brief history of the Contractors Firm.
 - b. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - c. List of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The subcontractors Arizona ROC License number, contact name, and phone # must be included.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. City of San Luis reserves the right to request additional information.

Merrill Development, Inc. Capability and Qualifications

A. Past Projects;



Project Name: YRMC Support Services Building
Project Type: New Construction
Location: 2400 S Ave. A, Yuma, AZ 85364
Responsibility: General Contractor
Owner: Yuma Regional Medical Center
2400 S Ave. A, Yuma, AZ 85364

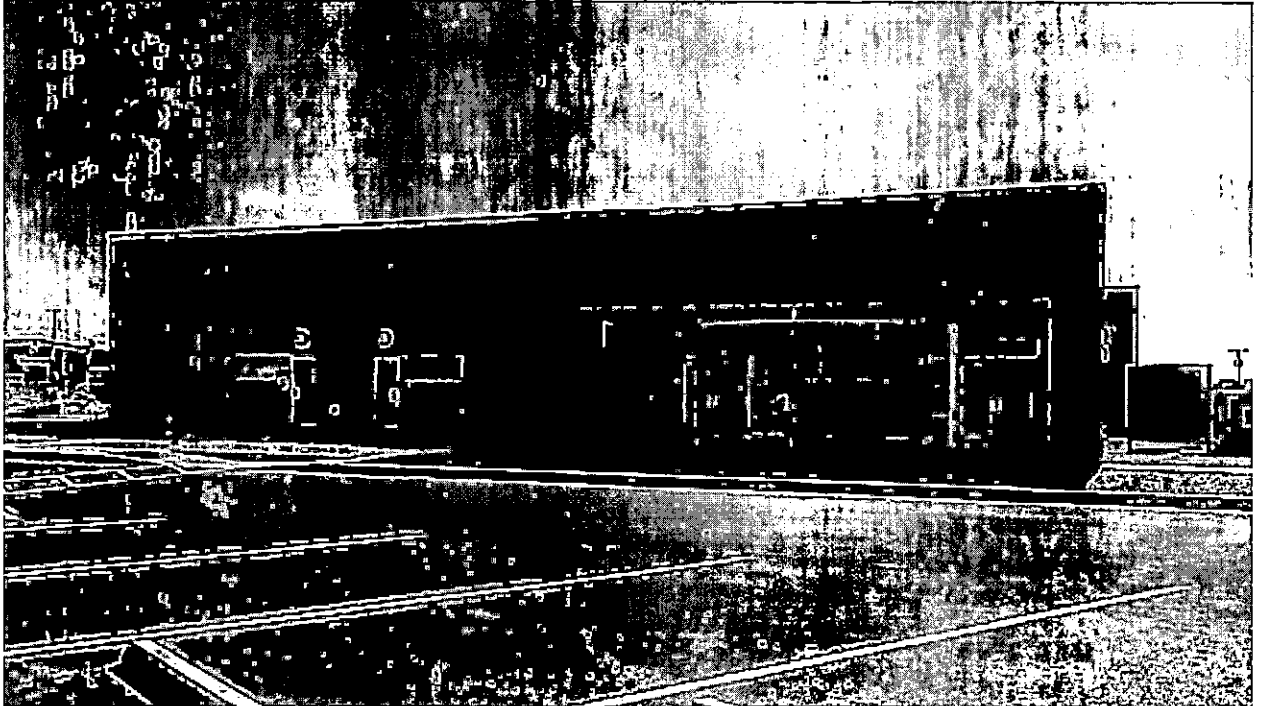
Owner Representatives:

Nicolle Griffin: Phone: 928-336-7736 Email: ngriffin@yumaregional.org
Hal Plemons: Phone: 928-336-7164 Email: hplemons@yumaregional.org

Original Bid: \$6,406,281.00
Original Duration: 300 Calendar Days
Final Cost: \$6,593,751.35
Final Duration: 330 Calendar Days
Description: Two-Story 35,293 Square Feet, Prep for 3rd Floor Capability.

Proposal

Merrill Development, Inc..



Project Name: AWC Parker Learning Center
Project Type: New Construction
Location: 1109 Geronimo Ave, Parker, AZ 85344
Responsibility: General Contractor
Owner: Arizona Western College
2020 S Avenue 8E, Yuma, AZ 85365

Owner Representatives:

Steve Eckert: Phone: 928-314-9475 Email: steve.eckert@azwestern.edu

Original Bid: \$1,696,374.00
Original Duration: 180 Calendar Days
Final Cost: \$1,760,143.00
Final Duration: 180 Calendar Days
Description: New 9,000 square foot single-story building which included classrooms, meeting rooms with divider partitions and offices.



Project Name: Quechan Community Building
Project Type: New Construction
Location: 1810 Turquoise Circle, Winterhaven, CA 92283
Responsibility: General Contractor
Owner: Quechan Housing Authority
1860 W. Sapphire Lane, Winterhaven, CA 92283
Owner Representatives:
Cliff O'Neill: Phone: 760-572-0243 Email: coneill@quechanhousing.org

Original Bid: \$968,658.00
Original Duration: 180 Calendar Days
Final Cost: \$975,376.00
Final Duration: 180 Calendar Days
Description: New 3,600 square foot single-story community building to include kitchen, offices and restrooms.

B. Scheduling and Cost Control

1)

Merrill Development, Inc. utilizes computer generated schedules on a daily basis through our project management software Procore as well as Microsoft Project. The schedule is set for the project and the superintendent completes daily logs which allows the superintendent to update the schedule daily based on the tasks completed each day. The daily logs are reviewed by the project manager and any schedule changes or task completions are reviewed before approval. This allows the schedule to be updated daily to reflect the tasks completed for that day and insures tasks are monitored daily for progress and completion.

Merrill Development, Inc. uses a computer estimating program (WinEst) which uses data bases for all types of construction some of which come from the Means Cost Data Bases. These estimates are transferred to Procore to setup up the budget for the project. Contracts are awarded, and subcontracts generated per cost code in Procore. Procore is integrated with QuickBooks to ensure all costs are tracked and billed correctly.

The project schedule should be definitive enough to track the normal progression of work. It needs to identify the work in enough detail, so the work progress can be tracked, and critical tasks identified by all persons involved. The provided schedule is typical for all Merrill Development, Inc. projects, the percent complete for each task is updated daily and each phase and location for the task is identified to ensure proper tracking and eliminate confusion and delays.

We ask that are subcontractors provide a duration of time required for them to complete their scope of work once they are awarded the project. We use this input to help build our

initial schedule and we review and confirm our schedule with them to insure they can complete the work in the time allotted for them. We continue to communicate with them throughout the project for any updates to insure the project stays on schedule as planned.

By updating the schedule daily, we can identify any areas where we may be able to save time and get ahead of schedule and look for tasks that could possibly be completed simultaneously. This daily attention to the project schedule allows us to bring projects in on time and communicate the progress of the project to the owner from start to finish.

C. Method of Approach

- 1) Merrill Development, Inc. pre-qualifies all subcontractors to determine their license, history, work force and quality of work. Merrill Development, Inc. uses a project management software program to invite subcontractors and suppliers for quotations. This opens the ability to find and select the best prices and qualified firms. The subcontractors that cannot meet the demands of the schedule or that Merrill Development, Inc. feels are not up to the qualifications required will not be solicited. Merrill Development, Inc. provides 100% supervision of all subcontractors and conducts weekly subcontractor meetings to communicate and ensure all items are being completed per plans and on schedule. The schedule is communicated to the subcontractors and updated daily by the superintendent and all changes are approved by the Project Manager for compliance. The subcontractors have access to the schedule, plans, request for information, change orders, submittals, contracts, etc. at all times and are always up to date through our online project management software. Subcontractors receive notifications of all changes and any items requiring their reference or action to ensure schedule compliance.

- 2) Merrill Development, Inc. is a project management orientated company and we have many years of experience working on multiple projects at the same time and bringing them to completion per plans and schedule. It is this experience which we will bring to the project to address the phases of the contract from conception to completion. All items are tracked, and the percent completion of each scheduled tasks is accounted for daily by us and our project management software program to ensure overall schedule compliance. Potential delays can be seen ahead of time and possibly avoided or shortened by our continuous tracking of all phases of construction to maintain schedule compliance. Any potential delays are brought to the attention of everyone so that we can determine the length of the delay and so everyone is aware of how it will affect all phases of the schedule. The best solution to minimize the delay will be agreed upon and the schedule adjusted accordingly. Before any days are added to the overall schedule due to a delay a complete review and analysis of the schedule will be performed to determine if any tasks originally schedule to be completed later can possibly be completed during this delay. Any possible adjustments in labor force or hours will also be considered before extending the schedule due to a delay. Any decision made to address a delay will be agreed upon by all parties and be in the best interest of the owner to limit the overall cost and schedule impact for the owner.

- 3) Change Orders are tracked and managed through our project management software Procore. If the change order is the result of an ASI or owner requested change a request for pricing is sent to the subcontractors involved with a detailed description of the change with the Architects supplemental instructions for them to submit their costs for the change. A detailed COR (change order request) is generated with total cost and description of the change and submitted to the owner/architect for approval through Procore, this is the first step if requested by subcontractor or us due to

change in scope of work. Once the COR is marked for approval/rejection/revision Procure notifies us to proceed as noted. If COR is approved all parties are notified and work for the change order can proceed. Each month all approved COR are totaled in to one CO (Change Order) to the owner for approval and the contract is adjusted to reflect the one CO. As soon as the owner approves the CO all COR are approved for each subcontract/supplier involved and their contract and billing schedule is updated automatically for them to bill through Procure. This process saves time in processing billing as all changes have been reviewed and approved prior to processing billing and summarized into one contract change for each billing. All changes are tracked and eliminates billing errors.

- 4) Merrill Development, Inc. as a General Contractor make our selection of workers, subcontractors, and suppliers who provide the quality and delivery our clients and we require. We do not always use the lowest price from the sub/supplier as in some cases they will not provide the quality and/or performance expected. Projects brought in on schedule and of the quality that the owner expects is our number one goal.
- 5) Merrill Development, Inc. maintains a safe workplace by ensuring all jobsite personnel are complying with OSHA standards. All workers are always required to wear the required protective equipment and must submit required certifications for any task that requires certification. Constant supervision and site inspections are conducted to ensure a safe work place is maintained. Weekly safety meetings are conducted to maintain and communicate safety and ensure all workers are aware of the safety plan in case of an emergency.
- 6) All construction projects have unforeseen issues that arise during the course of construction. It is Merrill Development LLC's philosophy to handle the problem by addressing the issue with a no-fault type of manner. We address the issue, not who is

Proposal

Merrill Development, Inc.

to blame. It will be our priority to first bring the issue to the table and find the best resolution and make the corrections agreed upon. Ignoring the problem and hoping it will go away is not how Merrill Development, Inc. operates.

D. Information System

Merrill Development, Inc. uses a project management software called Procore where all information entered in Estimating and Bidding phase feeds forward throughout project and into Bid Invitations, Subcontracts, Change Orders, Owner Billing, Daily Logs, Schedule, Submittals, Transmittals, Punch List, Accounting etc. . . all the way to close-out. Procore organizes all Tasks and Tracking Items in one location to keep the project moving forward in real time. It Sends reports and notifications automatically or on demand. Procore sends out answers or approvals to RFI's, CO's, and Submittals to everybody involved at the moment of response, which makes sure everybody is able to proceed and saves time.

E. Commitment to the Project

- Merrill Development, Inc. is 100% committed to the San Luis Fire Station # 2 Project and will perform the contract per the requirements set forth. No current contracts will impact the availability for this project.

EXHIBIT E: CONTRACTOR REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bid during the past twelve (12) months, in, or as close to the City of San Luis as possible.

1. **Company:** AWC
 Contact: Steve Eckert
 Phone: 928-344-7588
 Address: 2020 S Ave 8 E

2. **Company:** Crane School District #13
 Contact: Dale Ponder
 Phone: 928-373-3400
 Address: 4250 W 16th St, Yuma AZ 85364

3. **Company:** Mohawk Valley School District
 Contact: Shanna Johnson
 Phone: 928-785-4942
 Address: 5151 S Ave 39 E

4. **Company:** City of San Luis
 Contact: James Einwaechter or Mary French
 Phone: 928-341-8577
 Address: 1090 E Union Street, San Luis AZ 85349

Merrill Development, Inc.

Name of Business



Signature of Authorized Representative

EXHIBIT F: AFFIDAVIT BY CONTRACTOR CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)§
COUNTY OF YUMA)

Shirley Merrill

(Name of Individual)

being first duly sworn, deposes and says:

That he/she is President

(Title)

of Merrill Development, Inc. and

(Name of Business)

and, That he/she is bidding on the **City of San Luis Fire Station #2**

That neither he/she nor anyone associated with the _____
Merrill Development, Inc.

(Name of Business)

has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

Merrill Development, Inc.
(Name of Business)
Shirley Merrill
(By)
President

(Title)

Subscribed and sworn to before me this 12 day of May, 2022

My Commission expires: Aug. 9, 2022

Notary Public Heather Pool



EXHIBIT G: SUBCONTRACTORS AND MATERIAL SUPPLIERS LIST

The successful bidder shall list below the names of all qualified subcontractors or material suppliers he will employ for the various portions of the work indicated. This list shall be provided at the pre-construction meeting.

SPECIALTY	SUBCONTRACTOR/MATERIAL SUPPLIER	LICENSE #
Earthwork & Paving	DPE Construction	080704
Concrete	Steve Evans Concrete	313788
Site Utilities	GCE	323518
Roofing, Insulation	Lines & Lundgreen	069354,071919
Stucco	David White Construction	316491
Plumbing	Choya Plumbing	329957
Electrical	Somerton Electric	316206
HVAC	Polar Cooling	262295
Fire Alarm	Western Sun	072850
Fire Sprinkler	Precision Fire	275029

EXHIBIT H: SUBCONTRACTOR CERTIFICATION
INTENTIONS CONCERNING SUBCONTRACTORS

At the time of the submission of bids on: **City of San Luis Fire Station #2**

my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the City prior to award of this contract; and that documentation, such as copies of letters, request for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

_____ x _____

It is my intention to subcontract a portion of the work.

It is not my intention to subcontract a portion of the work.

Merrill Development, Inc.

(Name of Business)

Shuley Merrill

(By)

President

(Title)

5-19-2022

(Date)

**EXHIBIT L: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS**

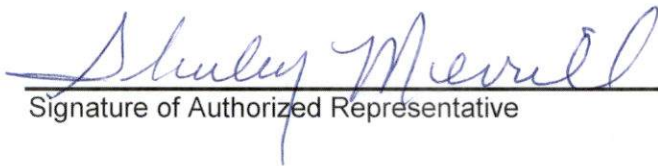
The bidder certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Shirley Merrill, President

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

_____ I am unable to certify the above statements. My explanation is attached.

EXHIBIT M: NOTICE OF AWARD

City of San Luis

Project No: BAN-2022-01 CITY OF SAN LUIS FIRE STATION #2

To: Shirley Merrill
Merrill Development, Inc.
3266 E 33rd Pl, Yuma, AZ 85365

The bid submitted by you on 5-19, 2022 for the above referenced work has been reviewed and evaluated by the City and its Engineer. You are hereby notified: you bid has been accepted in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Contract and furnish the required Performance Bond and Payment Bond within ten (10) calendar days of receipt of this Notice.

If you fail to execute the Contract and/or to furnish the required bonds within ten (10) days of receipt of this Notice, the City will be entitled to consider your bid abandoned and as a forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted by law.

You are required to return a signed copy of this Notice of Award to the City.

Dated this _____ day of _____, 2022.

CITY OF SAN LUIS:

Gerardo Sanchez, Mayor, City of San Luis

CONTRACTOR:

Shirley Merrill
Signature

5-19-2022
Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO EXTENSION ENDORSEMENT
Contractors**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE — This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS — INCREASED LIMITS
- F. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES — INCREASED LIMIT
- G. HIRED AUTO PHYSICAL DAMAGE — LOSS OF USE — INCREASED LIMIT
- H. PERSONAL EFFECTS
- I. AIRBAGS
- J. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- K. BLANKET WAIVER OF SUBROGATION
- L. UNINTENTIONAL ERRORS OR OMISSIONS
- M. HIRED AUTO PHYSICAL DAMAGE
- N. ARIZONA — FULL GLASS COVERAGE
- O. TOWING AND LABOR FOR PRIVATE PASSENGER TYPE

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- b. Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II — COVERED AUTOS LIABILITY COVERAGE**:

- e. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy. This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II — COVERED AUTOS LIABILITY COVERAGE**:

- f. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV — BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEE AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II — COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II — COVERED AUTOS LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II — COVERED AUTOS LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence of Paragraph A.4.a., **Transportation Expenses**, of **SECTION III — PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$75 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss of Use Expenses**, of **SECTION III — PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$75 per day, to a maximum of \$1,500 for any one "accident".

If CA 99 90 is attached to this policy, the higher of the limits shown here or in CA 99 90 are applicable.

H. PERSONAL EFFECTS

This coverage is being added to Paragraph A.4.a., **Transportation Expenses Coverage Extensions**, of **SECTION III — PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

I. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III — PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b., **Specified Causes of Loss Coverage** and A.1.c., **Collision Coverage** but only:

- (a) If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- (b) The airbags are not covered under any warranty; and
- (c) The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

J. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.d., of **SECTION IV — BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

K. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer of Rights of Recovery Against Others to Us**, of **SECTION IV — BUSINESS AUTO CONDITIONS**:

5: Transfer of Rights of Recovery Against Others to Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or

"loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

L. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, or Fraud**, of **SECTION IV — BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

M. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III-PHYSICAL DAMAGE COVERAGE A. Coverage**:

5. If hired "autos" are covered "autos" for Liability Coverage, then the **Physical Damage Coverage** provided under this Coverage Form for any "auto" you own are extended to "autos" of the private passenger or "light truck" type which you lease, hire, rent or borrow without a driver for a period of 30 days or less, subject to the following limit.

The most we will pay for physical damage for an "auto" under this extension is the lesser of the actual cash value, the cost of repair or \$50,000, minus a deductible unless an additional limit is purchased. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or "light truck" type for that coverage. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger or "light truck" type. Coverage is excess over any other valid and collectible insurance.

"Light trucks" are defined as trucks with a gross vehicle weight of 10,000 pounds or less.

The most we will pay is the amount shown in the Declarations.

N. ARIZONA – FULL GLASS COVERAGE

The following is added to Paragraph D. **Deductible**, of **SECTION III PHYSICAL DAMAGE COVERAGE**:

Physical Damage Coverage for a covered "auto" of the private passenger type is changed as follows:

1. No deductible applies to "loss" to:
 - a. Glass used in the windshield, doors and windows of the covered "auto"; or
 - b. Glass, plastic or other material used in the lights of the covered "auto".
2. All other **Physical Damage Coverage** provisions apply.

O. TOWING AND LABOR FOR PRIVATE PASSENGER TYPE

The following replaces Paragraph A.2., **Towing** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$200 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT
CONTRACTORS**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE — This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. DAMAGE TO PREMISES RENTED TO YOU**
- B. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- C. NEWLY ACQUIRED ORGANIZATION**
- D. NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**
- E. UNINTENTIONAL ERRORS OR OMISSIONS**
- F. ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**
- G. ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT**
- H. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU**
- I. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**
- J. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**
- K. VOLUNTARY PROPERTY DAMAGE**

PROVISIONS

A. DAMAGE TO PROPERTY RENTED TO YOU

1. The following replaces Paragraph 2. Exclusions, j., Damage to Property, of SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- j. Damage to Property

“Property damage” to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of an insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, explosion, lightning, smoke, soot or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented to You Limit as described in **SECTION III – LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

2. The following replaces the last paragraph of Paragraph 2. **Exclusions**, of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c. through n. do not apply to "property damage" by fire, explosion, lightning, smoke, soot or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner, for which the damage to the amount we will pay is limited to the Damage to Premises Rented to You Limit as described in **SECTION III – LIMITS OF INSURANCE**.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

6. Subject to paragraph 5. above, the Damage to Premises Rented to You Limit shown in the Declarations under the Commercial General Liability Coverage is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke, soot or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner.

4. The following replaces Paragraph 4. **Other Insurance b. Excess Insurance (1)(a)(ii)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(ii) That is Fire, Explosion, Lightning, Smoke, Soot or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

5. The following replaces Paragraph 9.a of **Section V – DEFINITIONS**:

e. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire, explosion, lightning, smoke, soot or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

B. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces paragraph 1.b of **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces paragraph 1.d of **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

C. NEWLY ACQUIRED ORGANIZATION

The following replaces Paragraph 3.a. of **SECTION II — WHO IS AN INSURED:**

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

D. NOTICE AND KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- e. Your duty to give us or our authorized representative prompt notice of the "occurrence", offense, claim or "suit" applies only when the "occurrence", offense, claim or "suit" is known to:
 - (1) You (if you are an individual);
 - (2) A partner (if you are a partnership);
 - (3) A member (if you are a limited liability company);
 - (4) An executive officer, director or insurance manager (if you are a corporation or other organization); or
 - (5) Any "employee" authorized by you to give notice of the "accident" or "loss".

E. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph 6., **Representations, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- d. The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

F. ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

The following is added, Paragraph 4., of **SECTION II- WHO IS AN INSURED:**

A. Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

The following is added, Paragraph 8., of **SECTION III - LIMITS OF INSURANCE:**

With respect to the insurance afforded to **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement you have entered into with the additional insured; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

G. ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES – AUTOMATIC STATUS - WHEN REQUIRED IN A CONTRACT OR AGREEMENT

The following is added, Paragraph 5., of **SECTION II – WHO IS AN INSURED**

Who Is An Insured is amended to include as an additional insured any person(s) or organization(s), who is a manager or lessor of the premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured, only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of person(s) or organization(s).

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The following is added, Paragraph 9., of **SECTION III – LIMITS OF INSURANCE**

With respect to the insurance afforded to **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES – AUTOMATIC STATUS – WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

The following is added, Paragraph 6., of **SECTION II – WHO IS AN INSURED:**

Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

The following is added, Paragraph 10., of **SECTION III - LIMITS OF INSURANCE:**

With respect to the insurance afforded to **ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

I. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – AUTOMATIC WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

If required by written contract or agreement and the loss occurs after the written contract or agreement is executed, we waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

J. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

The following is added, Paragraph 4.d., of **SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS** and this provision supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

K. VOLUNTARY PROPERTY DAMAGE

The following is added, **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY 1., Insuring Agreement:**

At your request, we will pay for "property damage" to property of others caused by you and while in your care, custody or control, arising out of your business operations and occurring during the policy period.

However, the "property damage" must be the result of unintentional damage or destruction but does not include disappearance, theft, or loss of use.

The following is amended to add, Paragraph 11., of **SECTION III – LIMITS OF INSURANCE:**

Subject to paragraph 2., above, the most we will pay for any one "occurrence" arising out of "property damage" to property of others caused by you and while in your care custody or control is \$5,000.

For the purpose of this coverage only, **SECTION I – COVERAGE, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY 2. Exclusions J. (4.)** is deleted.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 12/20/2021

Policy No.: BNJWC0145879

Endorsement No.

Insured:

Premium:

Insurance Company: Benchmark Insurance Company

Merrill Development, Inc

Countersigned by _____



YUMA VALLEY



CONTRACTORS, INC.

BID FORM

OWNER: **CITY OF SAN LUIS**
1090 E Union Street
San Luis, Arizona 85349

BID FOR: **CITY OF SAN LUIS FIRE STATION #2**

1. We, the undersigned, having familiarized ourselves with the local conditions, the project site, Instructions to Bidders, Form of Bid, the Plans and Specifications, and Addenda issues by the Architect, do hereby propose to furnish all labor, materials, necessary tools, expendable equipment, utility and transportation services necessary to complete the Work in strict accordance with the Contract Documents, including all Addenda.
2. Undersigned understands that Owner reserves the right to reject any or all bids, to waive any informality in receipt of this Bid, and to award Contract on the basis stated in the instructions to Bidders.
3. Undersigned declares that cost of Performance Bond in full amount of Contract, and Labor and Materials Payment Bond in full amount of Contract, is included in this Bid as an Additive Alternate price.
4. Undersigned agrees to enter into, prepare and execute a Contract, if awarded on the basis of this Bid, within ten (10) days after date of such notice, and to furnish Bonds and Insurance Certificates in accordance with Contract Documents.
5. This Bid is valid for 30 calendar days following the date for receiving Bids
6. Undersigned acknowledges receipt of the following Addenda:

Addendum No. 01 through Addendum No. 02
7. Time is of the essence of this Contract. Contractor's representations as to completion on time are principal and material inducements to Owner in entering into said contracts. The undersigned agrees to start the Work within 10 days after the Notice to Proceed.

It is understood that a detailed schedule shall be coordinated with Owner personnel prior to issuance of the Notice to Proceed. This schedule shall govern the project.

8. Undersigned proposes to enter into Contract for the following amounts:

BASE BID:

The undersigned agrees to provide all labor, materials, equipment and services necessary to complete the above referenced project, as indicated on the Drawings and as specified herein, for the lump sum price of

One Million One Hundred Seventy Nine Thousand Seven Hundred Sixty Six & 54/100 Dollars
(\$ 1,179,766.54).

The said amount constituting the Total Base Bid.

The undersigned agrees to provide all labor, materials, equipment and services necessary to complete the Alternative Bid Items, as indicated on the Drawings and as specified herein, for the lump sum price of:

ADDITIVE BID ALTERNATE 'A' – Bonds:

Performance Bond:

Nine Thousand Five Hundred Seventy Seven & 56/100 Dollars
(\$ 9,577.56).

Payment Bond:

Nine Thousand Five Hundred Seventy Seven & 56/100 Dollars
(\$ 9,577.56).

DEDUCTIVE BID ALTERNATE 'B': - All labor, materials, equipment to provide and install the Electric Drinking Fountain as noted on plans.

Negative Two Thousand Eight & Fifty Cents Dollars
(\$-2,008.50).

Contractor Yuma Valley Contractors Inc. Date 05/19/22

By Kirk Perkins Title VP/COO

License No. B-1 072856; A 106548; B 067763 Address 1334 S 5th Ave

Telephone 928-782-1801 Surety Lovitt & Touche

END OF BID FORM

EXHIBIT A: SCOPE OF WORK

The City of San Luis Fire Station #2 Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Plans, Project Manual and Contract Documents. This Work will be performed in strict conformance with the Plans, Proposal Manual, and Contract Documents, and all applicable code regulations.

Contract Time is 365 calendar days from the Notice to Proceed.

Bids shall be received for the following Bid Categories and the required specialty contractor's licenses accordingly.

Construction Plans Dated : August 2021

Project Manual Dated : December 2021

All additional information issued by addendum during the bidding period.

EXHIBIT B: BID

Date: 5/11/2022

The undersigned, as bidder, acknowledges that they have received and examined the Contract Documents, Plans, and Specifications for the:

CITY OF SAN LUIS FIRE STATION #2

By submission of this bid we certify this bid has been arrived at independently, without consultation, communication or agreement as to any matter related to this bid with any other bidder for this contract.


Attached is a Bid Guaranty Bond completed by a surety authorized to carry on a business in the State of Arizona, or a cashier's check, in the amount of at least ten (10%) percent of the total amount of this bid. If our bid is accepted, we agree to sign the Contract and to furnish the Performance Bond and Payment Bond and evidence of insurance within ten (10) days after receiving written Notice of Award.

We agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the contract within three hundred and sixty-five (365) calendar days after Notice to Proceed.

We acknowledge we have received the following addenda:

<u>001</u>	<u>4/5/2022</u>		
Addendum No.	Date	Addendum No.	Date

<u>002</u>	<u>5/12/22</u>		
Addendum No.	Date	Addendum No.	Date

	<u>Kirk Perkins</u>	<u>Vice President/COO</u>
Contractor's Signature	(Print Name)	Title

Yuma Valley Contractors Inc.
Company Name

1334 S 5th Ave, Yuma, AZ 85364
Address

<u>928-782-1801</u>	<u>kirkp@jsyinc.com</u>
Telephone	Email

A 074501 ; B 033590; B-4 035604
Arizona Contractor's License #

TOTAL BID PRICE

\$ 1,179,766.54
(In Numbers)

One million one hundred seventy nine thousand seven Dollars
(In Words)
hundred sixty six and 54/100 Cents

Seal (if bid is by Corporation)

Respectfully Submitted:

Bidder: Kirk Perkins

Signature: 

Title: Vice President

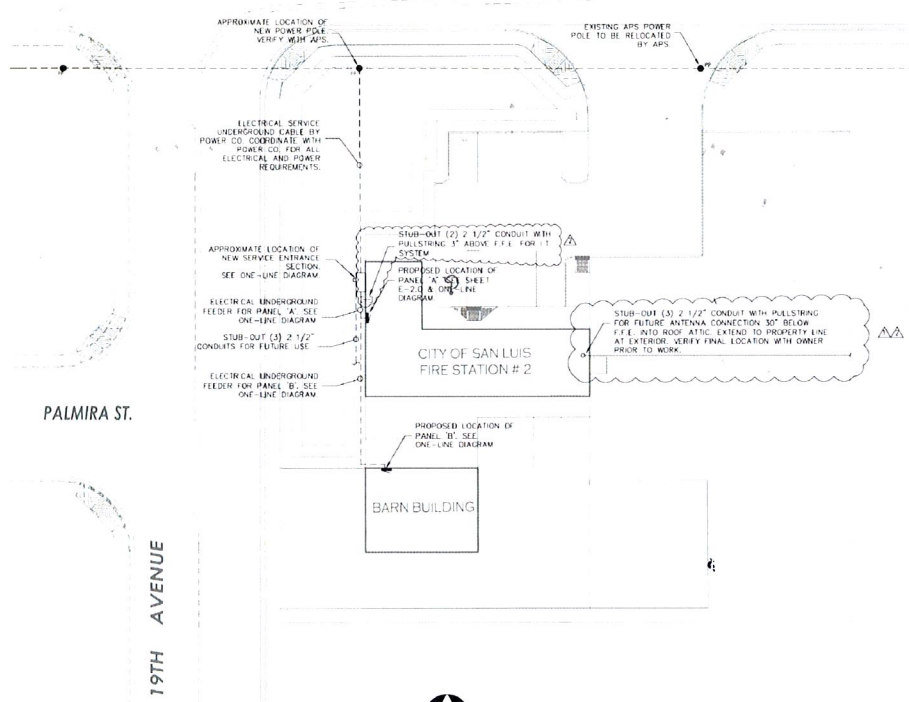
A 074501
License B 033590
No. B-4 035604

Address: _____

Date: 5/11/2022

Addendum No. 1

CO. 24TH. STREET



ELECTRICAL SPECIFICATIONS

FURNISH AND INSTALL INCLUDING LABOR, SUPERVISION, MATERIALS, TOOLS, SERVICE, TRANSPORTATION, OVERHEAD COSTS, FEES, PLAN CHECK, INSPECTION CHARGES, RETAIRES, PROFITS, A COMPLETE ELECTRICAL INSTALLATION AS SPECIFIED HEREIN AND INDICATED ON THE ELECTRICAL DRAWINGS. PERFORM WORK IN AN APPROVED, BEST, FIRST CLASS, SAFE, WORKMANSHIP MANNER THAT COMPLIES WITH ALL APPLICABLE LOCAL, STATE, FEDERAL, AND SERVING ELECTRICAL AND TELEPHONE VITIES, CODES, ORDINANCES, RULES, REGULATIONS, STANDARDS, ETC. THE ENTIRE ELECTRICAL INSTALLATION SHALL COMPLY WITH OR SURPASS THE MOST RECENT EDITION OF THE NATIONAL ELECTRICAL CODE AND OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA).

ALL MATERIALS AND EQUIPMENT FURNISHED BY THE ELECTRICAL CONTRACTOR SHALL BE NEW OF FIRST CLASS QUALITY UNLESS NOTED OTHERWISE, FREE FROM DEFECTS AND CONFORM TO UNDERWRITERS LABORATORIES INC. STANDARDS AND BE SO LABELED, MATERIALS, EQUIPMENT NOT INDICATED ON DRAWINGS OR SPECIFIED HEREIN BUT REQUIRED FOR A SUCCESSFUL AND EFFICIENT COMPLETION OF THE ELECTRICAL INSTALLATION SHALL BE HELD TO BE IMPLIED AND SHALL BE FURNISHED AND INSTALLED AT NO ADDITIONAL COST. INSURANCES FOR ALL EQUIPMENT SHALL BE SUITABLE FOR USE INTENDED AS WATERPROOF FOR EXTERIOR AND MET LOCATIONS. ALL EQUIPMENT SHALL BE RATED FOR USE INTENDED LINE VOLTAGE, HORSE POWER, RATING OF DISCONNECT SWITCHES, ETC. INCLUDE AND PAY AS DIRECTED ALL COSTS FOR SERVING ELECTRICAL AND TELEPHONE UTILITIES CHARGES INCLUDING ALL ADDITIONAL WORK AND MATERIALS REQUIRED TO PROVIDE COMPLETE ELECTRICAL AND TELEPHONE SERVICE TO THIS PROJECT.

MATERIALS AND EQUIPMENT INCLUDING THOSE FURNISHED BY OTHERS, THAT ARE TO BE INSTALLED BY THE ELECTRICAL CONTRACTOR SHALL BE RECEIVED AND PROPERLY PROTECTED BY THE CONTRACTOR UNTIL FINISH INSTALLATION IS COMPLETE.

MAKE NO INSTALLATION OF WORK WHICH WOULD LEAVE INADEQUATE OPERATION OR SERVICING SPACE FOR ANY ITEM FOR THE ENTIRE PROJECT. COMMENTS ARE NOT INTENDED TO SHOW IN DETAIL ALL FEATURES OF WORK. CHECK LOCATION AT ELECTRICAL WORK TO DETERMINE IF ADVANCED THAT IT CLEARS ALL OVERHEADS, STRUCTURAL MEMBERS, ETC. WHERE CONTRACT DOCUMENTS, FOR EXAMPLE DRAWINGS AND SPECIFICATIONS, DO NOT MEET WITH MINIMUM CODES, THE CONTRACTOR SHALL INSTALL ALL THE MINIMUM CODE REQUIRED MATERIALS AND EQUIPMENT AT NO ADDITIONAL COST.

ELECTRICAL GENERAL NOTES

1. ALL MATERIALS AND WORKMANSHIP TO BE HIGH QUALITY MATERIALS TO BE USED LISTED AND APPROVED. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE LATEST ADOPTED NATIONAL ELECTRICAL CODE AND ALL APPLICABLE LOCAL CODES, ORDINANCES AND AMENDMENTS TO THE N.E.C.
2. ALL CEILING AND WALL PENETRATIONS SHALL BE CAULKED/SEALED TO PRESERVE FIRE RATINGS AND WATERPROOF INTERIORS. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE GOVERNING INSPECTORS FOR EACH PENETRATION, WHICH SHOW COMPLETE CONFORMANCE TO THE US LISTING REQUIREMENTS.
3. ALL WIRING SHALL BE COPPER UNLESS NOTED OTHERWISE. INSULATION SHALL BE TYPE XHHW OR THHN/THWN, MINIMUM SIZE IS NO. 12 AWG. ALL WIRE SHALL BE IN CONDUIT UNLESS OTHERWISE NOTED ON THE DRAWINGS. UNDERGROUND CONDUCTIONS MUST BE RATED FOR 90 DEGREE C AS DEFINED FOR "WET LOCATION" BY THE N.E.C.
4. ALL CONDUITS TO BE METALLIC ELECTRICAL CONDUIT UNLESS NOTED OTHERWISE ON THE DRAWINGS. MINIMUM SIZE CONDUIT IS 1/2" DIA.
5. UNDERGROUND CONDUIT SHALL BE MINIMUM OF SCHEDULE 40 PVC, 90 DEGREE C, RATED WITH MINIMUM OF TRENCH COVER N.E.C. TABLE 300-5. ALL UNDERGROUND JUNCTION/PULL BOXES SHALL BE RATED THE SAME AS THE ASSOCIATED CONDUIT. MINIMUM SIZE UNDERGROUND CONDUIT IS 1/4".
6. THE CONTRACTOR IS TO VERIFY THE CONDITION OF EXISTING INSTALLATIONS BY FIELD INSPECTION. THE CONTRACTOR IS TO PROVIDE ALL MATERIAL AND LABOR NECESSARY FOR A COMPLETE AND FINISHED PROJECT.
7. THE ELECTRICAL CONTRACTOR IS TO VERIFY EXACT LOCATIONS, MOUNTING HEIGHT, AND ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT PROVIDED BY OTHERS PRIOR TO INSTALLATION. ALL WORK IS TO BE COORDINATED WITH THE SERVING ELECTRICAL, TELEPHONE COMPANIES AND CABLE TV IF REQUIRED. THE ELECTRICAL CONTRACTOR IS TO PROVIDE ENCLOSED SWITCHES, CONTACTORS, STARTERS, TRANSFORMERS, AND ALL OTHER DEVICES AS REQUIRED TO PROVIDE A COMPLETE INSTALLATION FOR EACH EQUIPMENT, AND IS TO MAKE FINAL ELECTRICAL CONNECTIONS TO ALL EQUIPMENT.
8. ALL GENERAL USE RECEPTABLES MOUNTED WITHIN 6 FT. OF A BATH OR SINK SHALL BE G.F.I. PROTECTED. ALL EXTERIOR GENERAL USE RECEPTABLES SHALL BE WEATHERPROOF.
9. FLUORESCENT LIGHT FIXTURES TO BE SUSPENDED FROM ROOF SUPPORTING STRUCTURE WITH NOT LESS THAN TWO (2) CALDER WIRE PER FIXTURE OR FLOOR IF NEEDED. THE CONTRACTOR SHALL PROVIDE AND INSTALL ADDITIONAL EXIT SIGNAL, EMERGENCY LIGHTS AND NIGHT LIGHTS IF REQUIRED BY THE GOVERNING INSPECTOR.
10. ALL LIGHT FIXTURES, RECEPTABLES AND JUNCTION BOXES, PANEL BOARDS AND ALL OTHER METALLIC ELECTRICAL APPLIANCES AND DEVICES MUST BE GROUNDED AS REQUIRED BY SECTION 250 OF THE N.E.C.
11. LIGHT FIXTURE SUBSTITUTION MUST BE OF EQUAL APPLICATION, SIZE, WEIGHT, AND APPEARANCE.
12. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE OWNER'S REPRESENTATIVE. ALL ELECTRICAL WORK REQUIRING AN OUTSIDE SHALL BE COORDINATED WITH THE OWNER AND THE SERVING UTILITY. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY TEMPORARY ELECTRICAL EQUIPMENT REQUIRED TO MAINTAIN CONTINUOUS OPERATION OF EMERGENCY AND/OR FIRE ALARM SYSTEMS.
13. MATERIALS & INSTALLATION SHALL COMPLY WITH REQUIREMENTS FOR INSTALLATION IN SEISMIC CATEGORY C.

ALL WIRING SHALL BE INSTALLED IN APPROVED RACEWAYS IF REQUIRED BY CODES. RACEWAYS SHALL BE APPROVED FOR USE INTENDED. ALL ELECTRICAL CONDUCTIONS SHOWN ARE 400 V. COPPER, MINIMUM SIZE CONDUCTOR IS NO. 12 AWG, AND AS RECOMMENDED BY THE EQUIPMENT MANUFACTURER, AS APPLICABLE.

ALL CONDUITS SHALL BE INSTALLED CONCEALED UNLESS NOTED OTHERWISE. FURNISH AND INSTALL ALL LIGHT FIXTURES COMPLETE WITH LAMPS AND ACCESSORIES. INSTALL SYMMETRICAL AND PLUMB CLEAN LENSES AND/OR REFLECTORS AT COMPLETION. PROVIDE PATENTED BORDERS WITH FUSE SIZES, BREAKERS AND COVER BUSSING LABEL EQUIPMENT AND WIRING PER N.E.C. LABEL EQUIPMENT WITH MANUFACTURER'S TAGS, STENOGRAVED LETTERS. PROVIDE TYPED PANEL DIRECTORIES AND IDENTIFY ALL CIRCUITS AND SPACES.

THE CONTRACT IS TO INCLUDE ALL CONTINGENCIES WHICH MAY ARISE AND WHICH MAY BE REQUIRED TO MAKE A COMPLETE ELECTRICAL SYSTEM.

THE ELECTRICAL CONTRACTORS SHALL VISIT SITE AND DETERMINE EXTENT OF THE WORK. AT COMPLETION OF ELECTRICAL INSTALLATION, PROVIDE OWNER WITH ACCURATE AS-BUILT DRAWINGS INDICATING ALL VARIATIONS FROM CONTRACT DRAWINGS, AND A LETTER TO THE OWNER'S REPRESENTATIVE STATING PROJECT FULLY COMPLES WITH ALL CONTRACT DOCUMENTS AND IF NOT, HOW INSTALLATION WAS ACCOMPLISHED. ALL CHANGES SHALL BE SUBJECT TO OWNER'S REPRESENTATIVE'S APPROVAL.

PROVIDE NECESSARY LABOR, TOOLS, EQUIPMENT, AS YOU THE CONTRACTOR, AND CHECK ENTIRE ELECTRICAL SYSTEM IN THE PRESENCE OF THE OWNER REPRESENTATIVE. ALL TESTING SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION.

SEE OWNER'S OUTLINE SPECIFICATIONS FOR ADDITIONAL ELECTRICAL REQUIREMENTS AND STANDARDS OF QUALITY.

928-928-0000 TEL
 928-247-6252 FAX
 VEGAS@VEGA.COM
 43334 AVE E ELIZARRARAS
 PHOENIX, AZ 85034
 VEGAS & VEGA
 ELECTRICAL ENGINEERS

ELECTRICAL SITE PLAN
 CITY OF SAN LUIS FIRE STATION #2
 Phase 1



DATE: 12/27/2023
 OWNER REQUESTED CHANGES: 10-27-2023
 OWNER REQUESTED CHANGES: 08-31-2023

JE ELECTRICAL ENGINEERING, LLC
 JOSE ELIZARRARAS, P.E.
 PRINCIPAL ELECTRICAL ENGINEER
 Cell: (928) 941-4092
 Email: joseec74@yahoo.com

928-928-0000 12/27/2023
 Drawn by: JED / PJA
 Checked by: JED
 Sheet
ES-1.0

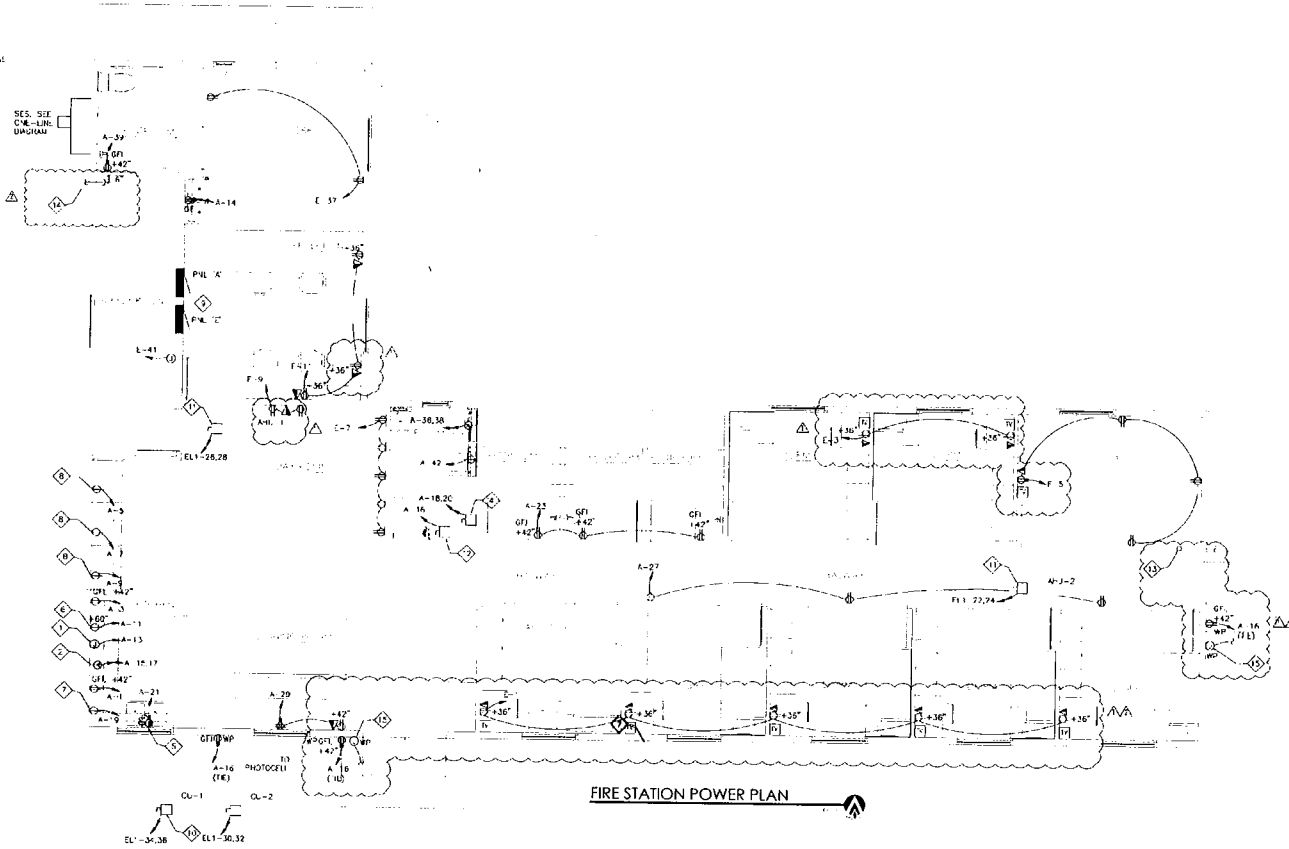
ELECTRICAL SYMBOLS:

- LED LIGHT FIXTURE, ITP 2-324.12CV
- WALL MOUNTED LIGHT FIXTURE
- EMERGENCY SIGN, FACES, MOUNTING, AND DIRECTIONAL ARROWS AS SHOWN
- ELIFES CONFORMANCE RECEPTACLE AT +15" AFF. TO BOTTOM OF AS NOTED
- SINGLE RECEPTACLE, UP 15" AFF. UNLESS NOTED OTHERWISE
- SPECIAL POWER RECEPTACLE, VERIFY ELECTRICAL REQUIREMENTS WITH EQUIPMENT SUPPLIER
- COMBINATION POWER/TELEPHONE CABLE AT +18" TO BOTTOM OR AS NOTED WITH 3/4" L TO CAB. OR UNIL ACCESSIBLE (SEE SPACE ABOVE) W/ 1/2"
- TOGGLE SWITCH AT 442" AFF. OR AS NOTED. NO SUBSCRIPT INDICATES SINGLE POLE. "3" INDICATES 3-POLE, "3 AND 4" INDICATES 3- AND 4-WAY. "W" INDICATES WATER WASHED WITH INTERNAL PROTECTION. "V" INDICATES WATER SPEED "2" INDICATES DIMMER CONTROL.
- CEILING MOUNTED OCCUPANCY SENSOR TO DIMMER 0" ON
- WALL MOUNTED OCCUPANCY SENSOR TO DIMMER 0" ON
- HORIZONTAL TO PARALLEL OR AS NOTED. ONE ARROW INDICATES SINGLE PHASE, TWO ARROWS INDICATE TWO PHASES, AND THREE ARROWS INDICATE THREE PHASE. ONE CHARACTER PER PHASE INCLUDING NEUTRAL AND GROUNDING CONDUCTOR AS APPLICABLE.
- PANELBOARD IF NEW MOUNT AT 48" TO TOP. FOR NEW FLUSH MOUNTED PANELS 550 (2) SPACE 3/4" CORRECTION AND ACCESSIBLE SPACE ABOVE THE PANEL.
- DISCONNECT SWITCH, RA-RS AS SHOWN. PROVIDE FUSES PER EQUIPMENT MANUFACTURER'S REQUIREMENTS UNLESS MARKED "W/ FLP NON-FUSED"
- SERVICE ENTRANCE SECTION
- JUNCTION BOX IN ACCESSIBLE LOCATION
- CIRCLED FAULT INTERRUPTOR PROTECTED
- CELL-FLEX CONVENIENCE RECEPTACLE AT +15" AFF. TO BOTTOM OF AS NOTED

W/ 1/2" CONDUIT TO DOUBLE MOUNT 15" AFF. UNLESS NOTED OTHERWISE. PROVIDE 3/4" CORRECTION WITH FLOORING TO ACCESSIBLE CEILING SPACE.

POWER PLAN KEYNOTES

- VERIFY FINAL FOR PERMIT LOCATION AND REQ. PERMITS WITH OWNER/EQUIPMENT CONNECTIONS AT WITH-EN HOOD
- 240V/50A RANGE RECEPTACLE
- PROVIDE J-BOX FOR DOORBELL. VERIFY FINAL LOCATION WITH OWNER PRIOR TO WORK
- WATER HEATER DISCONNECT SWITCH 3/4" x 3/8" NEMA 1. VERIFY FINAL LOCATION WITH OWNER/ARCHITECT PRIOR TO WORK
- 1-PHASE SWITCHED RECEPTACLE FOR GARBAGE DISPOSAL
- MICROWAVE RECEPTACLE
- DISHWASHER RECEPTACLE
- REFRIGERATOR RECEPTACLE
- APPROXIMATE LOCATION OF PANEL "A"/"E" SEE ONE LINE DIAGRAM
- COMPENSATING LIMB DISCONNECT SWITCH 15A/25 NEMA 1. SEE PANEL SCHEDULE.
- AIR HANDLER UNIT DISCONNECT SWITCH 15A/25 NEMA 1. SEE PANEL SCHEDULE.
- HOT WATER CIRCULATOR DISCONNECT SWITCH 15A/25 NEMA 1. SEE PANEL SCHEDULE.
- STOUT (2) 2 1/2" CONDUIT WITH FLOORING FOR PLUMBING ANTENNA CONNECTION. 36" BELOW F.F.I. INTO ROOF. ATIC EXTEND TO PROPERTY LINE AT EXTERIOR. VERIFY FINAL LOCATION WITH OWNER PRIOR TO WORK.
- STOUT (2) 2 1/2" CONDUIT WITH FLOORING 3" ABOVE F.F.I. FOR LI. SYSTEM. VERIFY FINAL LOCATION WITH OWNER PRIOR TO WORK.
- DUPLEX J-BOX. W/ WITH (1) 1/2" CONDUIT TO ATIC FOR LOW VOLTAGE DATA.



FIRE STATION POWER PLAN

JF ELECTRICAL ENGINEERING, LLC
 JOSE F. VARRARAS, P.E.
 PRINCIPAL ELECTRICAL ENGINEER
 Cell: (928) 941 4092
 Email: josecc74@yahoo.com

VEGA ENGINEERS
 1844 S. 8TH AVENUE
 TULSA, AZ 85344
 TEL: 928-257-6222 FAX: 928-257-6222
 VEGE@vega-engineers.com

POWER PLAN
CITY OF SAN LUIS FIRE STATION #2
Phase 1



DATE: 10/21/2025
 OWNER REQUEST CHANGES: 10/21/2025
 OWNER REQUESTED CHANGES: 09/25/2025

Scale: AS SHOWN
 Date: 10/21/25
 Design: SM

Sheet
E-2.0

From: Richard Bauermann
Sent: Tuesday, May 10, 2022 12:26 PM
To: 'Brent Harper' <brent@jsyinc.com>; 'mikem@merrilldevelopment.com' <mikem@merrilldevelopment.com>; 'robert@dandhelectric.com' <robert@dandhelectric.com>; 'tim@pilkingtonconst.com' <tim@pilkingtonconst.com>; 'chris@pilkingtonconst.com' <chris@pilkingtonconst.com>; 'Nickolas Valenzuela' <Nick@jsyinc.com>; 'abrown.biddingus@gmail.com' <abrown.biddingus@gmail.com>; 'richard.juarez@cplc.org' <richard.juarez@cplc.org>; 'adam@truelinebuilders.net' <adam@truelinebuilders.net>
Cc: 'Vianey' <vianey@veganvega.com>; Eulogio Vera <evera@sanluisaz.gov>; Angel Ramirez <ARamirez@sanluisaz.gov>; Kay Macuil <kmacuil@sanluisaz.gov>; Sonia Cornelio <SCornelio@sanluisaz.gov>
Subject: RE: Major Change to Civil Plans

All,

The closing bid date will be extended to May^{19th}, 2022, and the bids need to be submitted before 01:00 p.m. (MST). There will be an addendum added to the downlink as soon as I receive the finalized Civil plans.

NOTICE IS HEREBY GIVEN THAT sealed proposals or bids will be received in the **Office of the City Clerk, City Hall, 1090 E. Union Street, City of San Luis, Arizona** until **1:00 p.m. (M.S.T.) on Thursday, May 19, 2022** for furnishing all labor, materials, equipment, tools and performing all services required for the construction and work incidental to constructing the **City of San Luis Fire Station #2, Phase 1 ("BAN-2022-01")**. The City of San Luis, Arizona, is funding this project. The contractor shall comply with all requirements of a city-funded project. Proposals will be publicly opened and read aloud at **1:00 p.m. (M.S.T.) on Thursday, May 19, 2022**.

If you questions or concerns, please contact me at your earliest convenience.

Thanks.....

Ric Bauermann
FIRE INSPECTOR



City of San Luis Fire Department
P.O. Box 445
1165 North McCain Ave
San Luis, AZ 85349-0445
(928) 341-8550 x2320 office
(928) 627-1426 fax
(928) 920-5346 cell

EXHIBIT C: SURETY (BID) BOND

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Yuma Valley Contractors, Inc. as Principal, hereinafter called the Principal, and Swiss Re Corporate Solutions America Insurance Corporation, a corporation duly organized under the laws of the State of Missouri, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto City of San Luis as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to City of San Luis for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its bid for:

IFB
~~CONTRACT NO.~~ BAN-2022-01 **City of San Luis Fire Station #2**

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the bid of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such bid, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the bid then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS 34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal Yuma Valley Contractors, Inc.

Surety Swiss Re Corporate Solutions America Insurance Corporation

By

[Handwritten Signature]

By

[Handwritten Signature]

Kirklin Welch, Attorney-In-Fact

Title

[Handwritten Title]

Address

1200 MAIN ST. SUITE 800
KANSAS CITY, MO 64105 - 2478

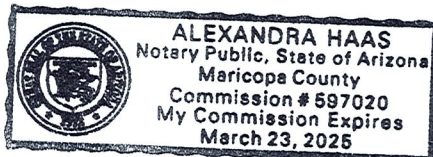
Subscribed and sworn to before me
this 4th day of May, 2022.

My commission expires: March 23, 2025

Notary Public

[Handwritten Signature]

Alexandra Haas



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CHARLES A. TOUCHE, TINA MARIE PERKINS, TINA NIERENBERG, SARALYN B. SEYMOUR, BRIAN D. WILDER,
KIRKLIN WELCH, DEBBIE CLAYTON and HOLLY BYRD

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

[Signature of Erik Janssens]

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

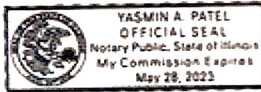
this 29TH day of APRIL, 2022

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature of Yasmin A. Patel]

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of May, 2022.



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

EXHIBIT E: CONTRACTOR REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bid during the past twelve (12) months, in, or as close to the City of San Luis as possible.

1. **Company:** Cielo Verde Apartments A,B & C
 Contact: Bruce Jacobson
 Phone: (928) 503-2265
 Address: S 3370 Ave 8 E, Yuma AZ, 85365

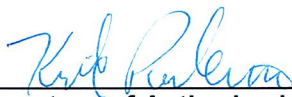
2. **Company:** Four Little Devils
 Contact: Troy Edwards
 Phone: (928) 726-0465
 Address: 12498 S Avenue D, Yuma AZ, 85365

3. **Company:** Winterhaven Fire Station and Sheriff's Office
 Contact: Esperanza M Colio
 Phone: (760) 604-0901
 Address: 518 Railroad Avenue Winterhaven, CA 92283

4. **Company:** Premier Storage 2
 Contact: Bruce Jacobson
 Phone: (928) 503-2265
 Address: 3265 S Avenue 3 3/4 E, Yuma, AZ 85365

Yuma Valley Contractors Inc.

Name of Business



Signature of Authorized Representative

**EXHIBIT F: AFFIDAVIT BY CONTRACTOR CERTIFYING THAT THERE WAS NO
COLLUSION IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)§
COUNTY OF YUMA)

Kirk Perkins

(Name of Individual)

being first duly sworn, deposes and says:

That he/she is Vice President/COO
(Title)


of Yuma Valley Contractors Inc. and
(Name of Business)

and, That he/she is bidding on the **City of San Luis Fire Station #2**

That neither he/she nor anyone associated with the _____
Yuma Valley Contractors Inc.
(Name of Business)

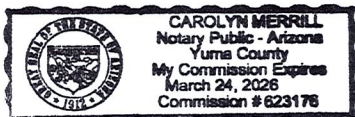
has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

Yuma Valley Contractors Inc.
(Name of Business)


Kirk Perkins 
(By)

Vice President/COO
(Title)

Subscribed and sworn to before me this 11th day of May, 2022



My Commission expires: 3-24-2026

Notary Public 

Company	Trade	ROC	ROC2	ROC3
Benji's Drywall	Drywall	KB-2 258240		
Cable Solutions	Low Voltage Comm.	CR-67 139418		
Choya Plumbing	Plumbing	CR-37 329957		
Cummins	Diesel Generator			
David White Construction & Plastering	Stucco	B-2 313951	B 316491	
Desert Surveying	Staking			
DPE	Site Prep/ Conc. & Asphalt	B-1 090323	A 080704	CR-37 306193
Flooring America	Flooring and Tiling	CR-48 181337	CR-8 144524	
Foxworth	Wood/ Truss Supplier	B-2 144587		
Fry's Specialty	Bathroom Acces.	CR-60 335483		
Geotechnical Testing Serv.	Special Inspec. Mat. Testing	B-2 325592	A 310448	
Grind & Shine	Sealed Concrete			
JI Coatings	Painting	CR-34 274386		
Line's & Lundgreen	Insulation/ Roofing	CR-1 103479	CR-40 071919	CR-42 069354
Martin's Custom Cabinet's	Cabinetry	CR-60 324579		
Omega Test & Balance	Testing & Balancing	CR-39 215121		
Polar	Mechanical	C-39 262295		
Precision Fire	Fire Sprinklers/System	CR-16 275029		
Probuilder	Framing	KB-2 326913		
Rust's River Glass	Glazing	CR-65 065157		
Safeline	Site Striping	A-15 207864		
SEC	Concrete	CR-9 313788		
Somerton Electric	Electrical	A-17 327308	CR-11 316206	
Southwest Entrances	Doors/Frames	C -65 323238	CR-5 202086	
Southwestern Steel	Steel & Steel Erections	A-11 073127		
Yuma Pest	Termite Control			

EXHIBIT H: SUBCONTRACTOR CERTIFICATION
INTENTIONS CONCERNING SUBCONTRACTORS

At the time of the submission of bids on: **City of San Luis Fire Station #2**

my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the City prior to award of this contract; and that documentation, such as copies of letters, request for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

 X

It is my intention to subcontract a portion of the work.

It is not my intention to subcontract a portion of the work.

Yuma Valley Contractors Inc
(Name of Business)

Kirk Perkins 
(By)

Vice President/COO
(Title)

5/11/2022
(Date)

**EXHIBIT L: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS**

The bidder certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Kirk Perkins Vice President/COO
Typed Name and Title of Authorized Representative


Signature of Authorized Representative

____ I am unable to certify the above statements. My explanation is attached.

EXHIBIT M: NOTICE OF AWARD

City of San Luis

Project No: _____ CITY OF SAN LUIS FIRE STATION #2

To: Yuma Valley Contractors Inc.
1334 S. 5th Ave
Yuma, AZ 85364

The bid submitted by you on May 19th, 2022 for the above referenced work has been reviewed and evaluated by the City and its Engineer. You are hereby notified you bid has been accepted in the amount of \$ 1,179,766.54.

You are required by the Instructions to Bidders to execute the Contract and furnish the required Performance Bond and Payment Bond within ten (10) calendar days of receipt of this Notice.

If you fail to execute the Contract and/or to furnish the required bonds within ten (10) days of receipt of this Notice, the City will be entitled to consider your bid abandoned and as a forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted by law.

You are required to return a signed copy of this Notice of Award to the City.

Dated this _____ day of _____, 2022.

CITY OF SAN LUIS:

Gerardo Sanchez, Mayor, City of San Luis

CONTRACTOR:

Karl Palumbo

Signature

5-19-2022

Date



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. B.

Meeting Date: 05/25/2022

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

Submitted By: Jenny Torres, Economic Development Manager, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a contract with James Davey and Associates, Inc., to provide engineering services for the Mesa Street Improvements Project. **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The Arizona Department of Housing (ADOH) awarded a Community Development Block Grant (CDBG) of \$626,215.00 to the City of San Luis for the Mesa Street Improvements. The scope of work includes the construction of removal and re-pavement of streets, curb and gutter, sidewalks, driveways, and installation of a retaining wall. The project will benefit 58% of low to moderate-income residents. The project is scheduled to start the bid process in May, start construction in August, and complete the project by the end of the year. The city of San Luis will require assistance in the construction administration of the project. James Davey and Associates submitted a proposal that includes additional design services due to changes in the original project scope and engineering construction administration in the amount of \$91,140.00.

James Davey and Associates, Inc. is a provider on the on-call engineering list, per Resolution No. 1143.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH JAMES DAVEY AND ASSOCIATES, INC. IN THE AMOUNT OF \$91,140.00 FOR ENGINEERING SERVICES AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City and State
TOTAL:	\$91,140.00
BUDGETED AMOUNT:	\$955,570.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlays, CIP 255-210-90010 remaining funds \$994,024.00

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

The project is funded by a CDBG grant and city match allocated in the capital projects account 255-210-90010.

Attachments

Professional Engineer Service Contract-Mesa Street

Mesa Engineering Proposal

Conceptual Layout

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Professional Services Agreement (this “Agreement”) is effective the 25 day of May 2022, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona (“CITY”), and James Davey and Associates, Inc., an Arizona corporation, authorized to do business in the State of Arizona (“ENGINEER”). ENGINEER and CITY may be referred to singularly as the “Party” and collectively as the “Parties.”

RECITALS

The Parties entered into this Agreement based on the following facts, understanding and intentions of the Parties:

- A. CITY has determined that it is in the public interest to proceed with the work described below in Section One (the “Project”).
- B. CITY has determined that the Project involves the performance of professional and technical services of a temporary nature.

CITY desires to engage ENGINEER, and ENGINEER agrees to render certain technical advice and professional services to CITY, as necessary.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION ONE. DESCRIPTION OF PROJECT

The Project described in the attached Exhibit 1, March 8, 2022, proposal Mesa Street Reconstruction Project by ENGINEER. Said exhibit is incorporated by reference as though fully set forth again in full.

SECTION TWO. SCOPE OF WORK

ENGINEER’s scope of work is as described in Exhibit 1.

James Davey & Assoc. and San Luis
Engineering and Design Services
Mesa Street Reconstruction

**SECTION THREE
ADDITIONAL SERVICES**

CITY and ENGINEER understand that it may be necessary, in conjunction with the Project, for ENGINEER to perform or secure the performance of services other than those set forth in the proposal. If the CITY requests additional services, ENGINEER shall advise CITY in writing of the need for additional services and the cost and estimated time to perform the services. ENGINEER shall not proceed to perform any such additional service until CITY has determined that such service is beyond the scope of the basic services to be provided by ENGINEER and has given its written authorization to proceed. Written approval for performance and compensation for additional services may be granted by the San Luis Economic Development Manager (referred to as the “Economic Development Manager”) or the San Luis City Manager. Except as stated in this paragraph, any additional service shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

**SECTION FOUR.
AUTHORITY OF THE ECONOMIC DEVELOPMENT MANAGER**

ENGINEER shall perform all necessary services provided under the Agreement and outlined in the proposal and shall do, perform, and carry out such work in a satisfactory and proper manner as determined by and to the satisfaction of the Economic Development Manager. The Economic Development Manager reserves the right to make changes, additions or deletions, to the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the Agreement. The Economic Development Manager is authorized to execute the change orders on behalf of CITY.

**SECTION FIVE.
RESPONSIBILITY OF ENGINEER**

By executing this Agreement, ENGINEER represents and states to CITY that he possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to CITY the services contemplated under this Agreement. ENGINEER further warrants that he will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Project for which services are rendered under this Agreement.

James Davey & Assoc. and San Luis
Engineering and Design Services
Mesa Street Reconstruction

**SECTION SIX.
INDEPENDENT CONTRACTOR**

The Parties to this Agreement agree that ENGINEER, his employees, agents and subcontractors shall be independent contractors with regard to the providing of services under this Agreement and that ENGINEER's employees, agents and subcontractors shall not be considered to be employees or agents of CITY, for any purpose, whatsoever, and will not be entitled to any of the benefits CITY provides for its employees. Rights of the ENGINEER as independent contractor include, but are not limited to, control of the work, manner and methods of the work, and the right to contract with other employers.

Rights of the CITY include, but are not limited to, inspection and approval of the work and the right to contract with others to perform the work.

**SECTION SEVEN.
MATERIALS AND EQUIPMENT**

ENGINEER shall furnish at his own expense all materials and equipment necessary to carry out the terms of this Agreement.

**SECTION EIGHT.
DIGITAL FILES**

ENGINEER shall furnish copies of all deliverables in digital format. Files shall be compatible with the current versions used by CITY.

**SECTION NINE.
EMPLOYMENT OF PERSONNEL**

ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the work of such personnel.

**SECTION TEN.
TIME OF PERFORMANCE**

Subject to the provisions of this Agreement, ENGINEER agrees to perform the Project in accordance with the proposal. The services of ENGINEER are to be undertaken and completed

James Davey & Assoc. and San Luis
Engineering and Design Services
Mesa Street Reconstruction

in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. ENGINEER's performance of the Project starts May 25, 2022 (day) and shall be completed on or before June 30, 2023. Time is of the essence of this Agreement.

SECTION ELEVEN. COMPENSATION

Subject to the provisions of this Agreement, ENGINEER agrees to perform the work and services specified and outlined in the proposal for an amount not to exceed \$91,140.00 at \$150.00 per hour for 350 hours for project engineer, \$90 per hour for the engineering technician at 12 hours, and sub consultant services unless specifically authorized by a written contract amendment prior to the commencement of any additional work. ENGINEER shall prepare invoices in accordance with this Agreement and shall submit to CITY once a month covering the amount and value of the Project satisfactorily performed by ENGINEER up to the date of such invoice. CITY shall reimburse ENGINEER for work satisfactorily performed on a time and materials basis.

If the CITY wants the ENGINEER to travel outside of Yuma County, then it shall be handled as an additional service which shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

SECTION TWELVE. ASSIGNMENT

ENGINEER shall not assign any duties, responsibilities or obligations under this Agreement without the prior written consent of CITY.

SECTION THIRTEEN. INDEMNIFICATION

To the fullest extent permitted by law, ENGINEER agrees to indemnify, protect, defend and hold harmless CITY, its Mayor, Council Members, any and all of its officers, directors, officials, employees, agents, insurers, and indemnitors ("Indemnified Parties") for, from and against any and all suits, claims, losses, liabilities, damages, costs, expenses and debt, including reasonable attorneys' fees and costs incurred by the CITY which arise out of, attributable to or caused in whole or in part by acts or omissions of ENGINEER (or its officers, directors, shareholders, agents or employees) including but not limited to injuries to ENGINEER's employees who may or may not be covered by workers' compensation insurance; except, to the extent such suits, claims, losses, liabilities, damages, costs, expenses and debt result from acts or omission of the CITY and all Indemnified Parties. This indemnification provision shall apply to suits, claims, losses, liabilities, damages, costs, expenses and debt that are not otherwise covered by the

James Davey & Assoc. and San Luis
Engineering and Design Services
Mesa Street Reconstruction

CITY's Liability Insurance provided for by the Arizona Municipal Risk Pool.

Notwithstanding the foregoing, but without limiting insurance coverage provided by Section 14 of this Agreement, ENGINEER, and its partners, agents and employees, shall not be liable to CITY, whether jointly severally or individually, in excess of the compensation paid to the ENGINEER under any Agreement as a result of any act or omission not amounting to willful or intentional wrong. CITY hereby agrees that to the fullest extent permitted by law, but without limiting insurance coverage provided by Section 14 of this Agreement, ENGINEER shall not be liable to CITY for any special indirect or consequential damages whatsoever, whether caused by ENGINEER's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

**SECTION FOURTEEN.
INSURANCE**

A. Insurance Requirements.

Prior to the beginning and throughout the duration of the work, ENGINEER will maintain insurance in conformance with the requirements set forth below. ENGINEER will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth in this Section Fifteen, then such coverage shall be amended to do so. ENGINEER acknowledges that the insurance coverage and policy limits set forth in this Section Fifteen constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement, the following types and amounts of insurance:

Without in any way limiting ENGINEER's liability pursuant to the indemnification described above, ENGINEER shall maintain, during the term of this Agreement, the following types and amounts of insurance:

<u>Coverage Type</u>	<u>Coverage Amounts- Minimum Limits</u>
<u>Commercial General Liability, including:</u>	\$1,000,000 Combined Single Limit, per
Premises and Operations	occurrence and \$2,000,000 general
Contractual Liability	aggregate
Personal-Injury Liability	
Independent Contractors Liability	

Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.

James Davey & Assoc. and San Luis
Engineering and Design Services
Mesa Street Reconstruction

<u>Comprehensive Automobile Liability</u> (including, owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit, per Occurrence
---	--

If ENGINEER owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If ENGINEER or ENGINEER's employees use personal motor vehicles in any way on this Project, then ENGINEER shall obtain evidence of personal motor vehicle liability coverage for each such person.

<u>Workers Compensation and Employer's Liability</u>	Statutory \$1,000,000
--	-----------------------

<u>Professional Liability</u>	\$1,000,000 per claim and \$2,000,000 annual aggregate
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Except for Workers Compensation and Professional Liability Insurance coverage, such insurance shall include additional endorsements naming CITY and its directors, officers, employees and agents as additional insured with respect to liabilities arising out of the performance of services under this Agreement. ENGINEER shall provide CITY with certificates of insurance documenting that the ENGINEER has obtained the above coverages. Such certifications shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be canceled without 30 days' prior written notice to CITY by first class mail, postage prepaid, 10 days of notice in the event that cancellation is due to nonpayment of premium.

B. Certificates of Insurance and Endorsements.

ENGINEER will file a certificate of insurance and endorsement naming CITY as an additional insured under General Liability and Auto Liability, if applicable. Such liability insurance maintained by ENGINEER shall be primary and non-contributory and any coverage maintained by CITY shall not be expected to contribute to any claims arising from the work under this Agreement. The ENGINEER shall file these certificates with CITY within 10 days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this Agreement shall occur without 30 days' written notice to CITY prior to the effective date of such cancellation or change in coverage.

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**SECTION FIFTEEN.
COMPLIANCE WITH LAWS AND REGULATIONS**

Services performed by ENGINEER pursuant to this Agreement shall be performed in accordance with full compliance to all applicable federal, state, and CITY laws and any rules or regulations promulgated under such laws including but not limited to the following Arizona required provisions:

A. Conflict of Interest

ENGINEER declares that he presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. ENGINEER further declares that in the performance of this Agreement no subcontractor or person having such interest shall be employed. ENGINEER certifies that, if he hires any employee, no one who has or will have any financial interest in this Agreement is an officer or employee of CITY. The Parties agree that in the performance of the services under this Agreement ENGINEER shall at all times be deemed an independent contractor and not an agent or employee of CITY. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

B. Employment Eligibility

ENGINEER hereby warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. CITY retains the legal right to inspect the papers of ENGINEER to ensure that ENGINEER complies with this warranty.

C. San Luis Business License

ENGINEER shall obtain and maintain a San Luis Business License.

**SECTION SIXTEEN.
INSPECTION OF WORK**

CITY's representative or his or her designee shall at all times have the right to inspect the work, services or performance of ENGINEER. ENGINEER shall furnish all reasonable aid and assistance required by CITY for proper examination of the work or services. Such inspection shall not relieve ENGINEER of any obligation to perform such services in accordance with the law or this Agreement.

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**SECTION SEVENTEEN.
NO WAIVER**

ENGINEER agrees that any waiver by CITY of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by ENGINEER shall not be deemed to be a waiver of any term or condition of this Agreement.

**SECTION EIGHTEEN.
ATTORNEYS' FEES; COURT VENUE**

Should either Party to this Agreement commence legal action against the other (including a formal judicial proceeding, mediation or arbitration), the case shall be handled in Yuma County, Arizona or United States District Court for the District of Arizona at the election of the plaintiff in such legal action. 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. The Party prevailing in such action shall be entitled to reasonable attorneys' fees which shall be fixed by the judge, mediator or arbitrator hearing the case and such fees shall be included in the judgment, together with all costs.

**SECTION NINETEEN.
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, and postage prepaid,
- 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:

James Davey & Assoc. and San Luis
Engineering and Design Services
Mesa Street Reconstruction

If for the CITY -

City Manager
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349 (by United States Postal Service)
1090 East Union Street (by personal process or courier)
San Luis, Arizona 85336

Copy to

City Attorney
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

If to the ENGINEER-

James Davey and Associates, Inc.
1025 W. 24th Street, Suite 2
Yuma, AZ 85364
Attention: James Davey

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.

SECTION TWENTY. TERMINATION

Either Party may terminate this Agreement upon 30 days' written notice to the other Party. In the event of such termination, CITY shall pay ENGINEER for all services performed to the satisfaction of CITY to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to CITY. In ascertaining the services actually rendered under this Agreement up to the date of termination, consideration shall be given to both completed work and work in the process of completion and to complete and incomplete documents whether delivered to CITY or in the possession of ENGINEER.

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**SECTION TWENTY-ONE
OWNERSHIP OF DOCUMENTS**

Upon completion, termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of ENGINEER.

When ENGINEER creates any copyrightable material or invents any patentable property under this Agreement, CITY shall retain a royalty-free, non-exclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize others to do the same.

**SECTION TWENTY-TWO.
GOVERNING LAW AND SEVERABILITY**

This Agreement shall be administered and interpreted under the laws of Arizona. Jurisdiction of litigation arising from this Agreement shall be in Arizona. If any part of this Agreement is found to conflict with applicable laws, then such part shall be inoperative and void insofar as it conflicts with such laws, but the remainder of the Agreement shall continue to be in full force and effect.

**SECTION TWENTY-THREE.
MISCELLANEOUS PROVISIONS**

A. 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.

B. 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.

C. 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.

D. No Agency Created

James Davey & Assoc. and San Luis
Engineering and Design Services
Mesa Street Reconstruction

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.

E. No Personal Liability

No member, official or employee of the CITY shall be personally liable to ENGINEER, or any successor or assignee, (a) if any default occurs or breach by the CITY, (b) for any amount which may become due to the ENGINEER or its successor or assign, or (c) under any obligation of the CITY under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of ENGINEER under this Agreement shall be limited solely to the assets of ENGINEER 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 ENGINEER; (ii) the shareholders, members or managers or constituent partners of ENGINEER; or (iii) officers of ENGINEER.

F. Survival

All representations and warranties of ENGINEER, ENGINEER's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of the Agreement.

G. Time is of the Essence

Time is of the essence in this Agreement and ENGINEER agrees to use the utmost diligence and dispatch to speedily to have all the work specified in this Agreement entirely completed within 120 days of issuance of Notice to Proceed. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of the ENGINEER of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

H. 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.

I. Force Majeure

If ENGINEER or CITY 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

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Engineering and Design Services
Mesa Street Reconstruction

exercise of reasonable diligence. Examples of “force majeure” include, but are 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.

J. 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.

[Intentionally left blank, signature page follows]

James Davey & Assoc. and San Luis
Engineering and Design Services
Mesa Street Reconstruction

**SECTION TWENTY-FOUR.
ENTIRE AGREEMENT**

This Agreement, including its Exhibit, represents the entire understanding of CITY and ENGINEER as to those matters contained in this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both Parties.

The Parties have executed this Agreement in Yuma County, Arizona the 25th day of May, 2022, which is the day the last Party approved this Agreement.

City of San Luis, Arizona

Lizandro Galaviz, Interim City Manager

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

James Davey and Associates, Inc.

James V. Davey, PE RLS

James Davey & Assoc. and San Luis
Engineering and Design Services
Mesa Street Reconstruction



City of San Luis
Mesa Street Reconstruction Project - C Street to F Street
Including Design of Mesa Street Alley and of Mesa Street to the West of Block 27

Additional Design Services and Construction Administration Services

Prepared by: James Davey and Associates, Inc.

March 8, 2022

Item	Description	Project Engineer	Engineering Technician	Survey Crew	Direct Costs	Comments
		\$150/hr	\$90/hr	\$175/hr		
<u>ADDITIONAL DESIGN SERVICES</u>						
1	Storm Drainage Design, Including YCWUA Alternatives	56	116	10		Present Alternatives to YCWUA, Meetings, Storm Drain Design (1st Rev.), Revise SD per YCWUA, Additional Survey, Wall Adjustments,
2	Walkway to San Luis Plaza Drive (w/ Additional Retaining Wall Design)	40	78			Design of Walkway - Preliminary/Final Layouts, Additional Retaining Walls
3	Additional Utility Coordination	24		2		APS, CenturyLink and Spectrum Utility Relocations, West Side of Mesa Street Alley
	Estimated Hours	120	194	12	---	
	Subtotals	\$18,000	\$17,460	\$2,100		Subtotal \$37,560
<u>CONSTRUCTION ADMINISTRATION SERVICES</u>						
<u>Phase 2 - Main Mesa Street/Mesa Street Alley Project</u>						
1	Project Management	8				
2	Bidding Assistance	24				Includes Assisting with Advertising Project, Pre-Bid Meeting, Answering Contractor Questions During Bidding, Bid Opening and Bid Evaluation
3	Construction Inspection and Administration	176				Based on 120 Calendar Day Construction Period/about 86 working days with about 48 site inspections (3 hours/visit). Also includes Submittal Reviews, Preconstruction Conference, Meetings during Construction, Pay Estimate Preparations, Change Order Preparations.
4	Soils and Material Testing	20			\$4,900	To be subcontracted to NIE Geotechnical. Includes field reviews of unsuitable soils.
5	Project Closeout	12	8			Final Inspections, Punchlists, As-Built Plans, Final Pay Estimates
<u>Phase 2 - Additional Construction along C, E and F Streets</u>						
1	Project Management	6				Same as Phase 1
2	Bidding Assistance	16				" "
3	Construction Inspection and Administration	80				Same, but 60 Day Schedule
4	Soils and Material Testing	-			-	Included in Phase 1
5	Project Closeout	8	4			Same as Phase 1
	Estimated Hours	350	12	0	---	
	Subtotals	\$52,500	\$1,080	\$0	\$4,900	Subtotal \$53,580
TOTAL FEE ESTIMATE						Subtotal \$91,140

MESA STREET IMPROVEMENT PROJECT Project Limits





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. C.

Meeting Date: 05/25/2022

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

Submitted By: Jorge Perez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Council ratification of an emergency purchase of a new Solid Waste - Side loader truck. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

The Public Works Department had an urgent requirement to immediately move forward with a purchase of a new Solid Waste - Side loader truck to maintain the residential trash collection service for the residents of the City of San Luis. This new truck is being procured through a State Contract with RWC International, LTD., which provided a quote for a new Dennis Eagle cabin and chassis with a Spartan 300 Full Ejected Side Loader for a total cost of \$409,311.87. This purchase falls under the provisions of City Code 3.05.090 Cooperative Purchasing.

The Solid Waste Division was approved for \$312,530.00 for the purchase of a new truck for fiscal year 2021-2022, which was ordered back in July 2021. Due to the supply-chain issues, this truck is not scheduled for delivery until December 2022. The department has been struggling with deficiencies in the current fleet of trucks and started exploring options to mitigate the problems and continue to provide the needed service for the residents of San Luis. RWC International in conjunction with Spartan Truck Company offered the City the option of the Dennis Eagle truck with the Spartan Side Loader system and is committed to fulfilling the purchase of this truck before the end of the ongoing fiscal year.

Consequently, on May 11, 2022, the Department pursued and obtained the concurrence of the Acting City Manager to proceed with the execution of a purchase order for RWC International, LTD under the provisions of City Code 3.05.060 for emergency purchase actions. Council ratification of the Acting City Manager's emergency approval is now required on purchase order No. 2022-00003785.

The Public Works Department is asking Council for approval to use the original budgeted \$312,530.00 for the purchase of a Solid Waste truck under the Capital Outlay – Equipment account 320-321-90000, in addition, to shifting budget authority in the amount of \$96,781.87 from account 300-302-90015 Capital Outlay - CIP to the Solid Waste aforementioned account to fulfill this purchase.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO RATIFY PURCHASE ORDER NO. 2022-00003785 IN THE AMOUNT OF \$409,311.87 FOR THE PURCHASE OF A NEW SOLID WASTE-SIDE LOADER TRUCK FROM RWC INTERNATIONAL, LTD. AND AUTHORIZE THE TRANSFER OF BUDGET AUTHORITY AS STATED IN THE FISCAL STATEMENT OF THIS ITEM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES

CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: \$409,311.87
BUDGETED AMOUNT: \$312,530.00
AVAILABLE AMOUNT TO TRANSFER: YES
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Capital Outlay - Equipment /
GL Account #320-321-90000 /
\$330,587

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

Capital Outlay - Equipment / GL Account #320-321-90000 / \$759.13

This account has an encumbrance (Open PO) in the amount of \$330,587.60 which pertains to the order of a truck through Rush Truck Centers. Due to the current supply-chain issues, this truck will not be delivered within the requested time frame (current fiscal year), thus the PO will be closed and funds will liberate for the use of the requested purchase through RWC International. LTD. Balance after the PO cancellation: \$330,587.60

The department of Public Works/Solid Waste is requesting the council to approve the transfer of budget authority in the amount of \$96,781.87 from GL Account #300-302-90015 to GL Account #320-321-90000. There is budget capacity in account 300-302-90015 due the delay in the completion of various water projects.

Attachments

RWC Quote

City of San Luis
 1090 E Union St.
 San Luis, AZ 85349
 Attention: Jorge Perez

Cab	ProView with Spartan 300 31 Cubic Yard Full Eject Automated Side Loader
Cab Type	Dual Control
Platform	8x4 (Tag)
Engine	Cummins L9 360bhp
Transmission	Allison 4500RDS

GVWR
Wheelbase (inches)
Drive Axle Capacity
Fuel Tank Size (N/A for CNG)

Suspension

Front Axle	Steel
Axle 2	Hendrickson HN460
Axle 3	Hendrickson HN460
Axle 4	

Tires
Front Axle
Axle 2
Axle 3
Axle 4
Tire Manufacturer

Specification

Cab	For commercial/refuse operation
	Full cab width flat floor for door-to-door pass through
	Flab cab roof
	Cromweld stainless steel construction
	Slam doors
	Flat roof with compliant marker lights
	3x rear windows
	SAE J2420 & J2422 crash compliant
	Mechanically operated hydraulic cab tilt system.
	Steering - integrally powered recirculating ball - 5 turns lock to lock (approx.).
	Maximum wheel cut up to 43 deg
	Two half-width sun visors
	3x DIN slots
	Air Conditioning - 22,178 BTU, Liquid temp: +136.4°F, Evap temp: 23°F, Gas R134a.
	Washable heavy-duty floor covering
	Heated, Air-suspended driver's seat, 6 ways adjustable. (x2 for Dual Steer)
	Drivers' armrest

Red seatbelts
Front passengers bench seat (on 3-seat ab option) with lap and shoulder belts (LHD only)
Oddments tray in doors
Storage net for documents (LHD only)
Storage compartment under bench seat
Coat pegs
Cupholder in dash
Interior lighting with adjustable beam function
Electrically powered door windows
Handbook and service pack
Mekra heated mirrors, rear view adjustable, wide angle fixed. Electrically powered operation for rear view.
Tinted glass. 30% green tint.
Wiring pre-installed to allow for customer to fit their own supply radio.
Wiring available, ignition feed, reverse mute, two sets of speakers (front L and front R), power feed. All in header

Chassis
Frame rail RBM IS 3,290,000
Width over rear frame: 35.04"
Side member section: 13.6" x 3.7" x 3/8"
120 KSI material - heat treated
Bolted crossmembers
Front under-run protection
Rear closing crossmember
No.1 twin stage prop shaft yoke-ends with centre bearing
No.3 twin stage prop shaft yoke-ends
Inter-axle prop shaft
Radiator cooling pack
5/16" steel bumper (A572 Grade 50 Structural Steel)
1/8" bumper finisher (Gauge 11) Thick Steel Plate. (A572 Grade 50 Structural Steel)
Battery carrier to suit factory supplied batteries (3) low maintenance, with 185 amp / hour 1000 CCA capacity each
DEKA -heavy duty Commercial 1231MF batteries. 1000CCA 185Ah; 3 off.
Charged by a 320A Alternator.
Batteries 1231MF are Stainless Steel Top Stud Posts 3/8 x 16 Threads.
Include handle, lift adges, anchor lock elements and flush manifold vented cover.
Littlewood. TR Series 500A Battery Disconnect Switch - Double switched, with each pole taking 350A continuous current.
Knorr Bremse supplied Air Dryer (p/n K091894). Non heated.
D120222 Donaldson Air Cleaner, dimensioned 15.6"x19.6"x19.6"
Nonmetallic 12" 'Power Core' air filters for airflow ranges up to 1252cfm.

Axles

Axle - Front	Dana D-2000 W forged "I" section.
	Design capacity: 20000 lbs.
	HUB Pilot Wheel Ends with M22 - 1.50 Cap Nuts
	Knorr Bremse ADB22X AIR DISC BRAKE of size 17" DIA. ROTOR.
Axles - Rear	Dana 46-172DS.
	Ratio: 6.14:1.
	Combined design capacity: 44000 lbs.
	Differential lock - Cross & Inter Axle
	HUB Pilot Wheel Ends with M22 - 1.50 Cap Nuts
	Knorr Bremse ADB22X AIR DISC BRAKE of size 17" DIA. ROTOR.
	Cross and Inter Axle diff lock controlled two separate switches on the dash.
	All Drive shafts are full round, Series SPL170.
	Synthetic rubber brake hoses
	1x fiber inner & 1x high tensile steel wire braid with rubber cover layer & textile braided outer for abrasion resistance
	Designed to conform to SAE 100R5 SAE J1402 All. D.O.T. FMVSS 106 Air brake performance specifications
Axle - Tag	See Options section below
Driveline	
	Cummins EPA L9 360 bhp 6 cylinder, <<<< Select Engine
	8.9-liter inline diesel. (CNG- EPA, CARB 2021 L9N 8.9L)
	Electronic fuel injection.
	DPF and SCR treatment for EPA-17 compliant.
	Maximum torque: Diesel -1150 lb.-ft @ 1200 rpm. CNG - 1000 lb-ft @ 1300 rpm
	HPI steering pump, 16lpm (4.22gpm). Max torque 100Nm
	Involute spine SAE standard, 9/13 teeth flat root, 30deg pressure angle, 16/32 diameter pitch.
	Delco Remy 39MT Heavy Duty Gear Reduction Starter Peak output 7.3kW at 12V or 9kW at 24V. Clockwise Rotation.
	SAE#1/SAE#3 Mounting.
	Peak output 7.3kW at 12V or 9kW at 24V. Clockwise Rotation.
	Sandon SD Compressor
	Cummins standard oil drain system
	Cruise control, pre restricted at 65mph. Gear down not an option.
	Full engine-controlled fan and charge air cooler
	Exhaust mounted vertically behind cab, with high exit tail pipe. Stainless steel bright heat shield and heat wrap on sensor wires.
	10 Gallon DEF Tank
Transmission	
	Allison 4500 RDS Gearbox, 6 speed - Cost option to be selected in 'vehicle configuration' section
	Transmission Driven PTO provision at 3 o'clock & 9 o'clock positions (9 o'clock only with 4500 Transmission)
	Without retarder

Corporate Headquarters

600 N. 75th Ave., Phoenix, AZ 85043 - Phone: (602) 307-1050 - www.RWCGroup.com

Gear Ratios - 3500 Trans. 3.487/1.864/1.409/1.000/0.750/0.652 R-5.027 4500 Trans. 4.70/2.21/1.53/1/0.76/0.67 R--5.55

Suspension

Suspension - Front Three leaf parabolic springs.
Telescopic shocks.

Suspension - Rear Hendrickson HN 460 rubber suspension
Telescopic shocks.

Wheels & Tires

Wheels 11.25-inch PCD/Pressed steel spigot mounted
10 stud wheels, 22.5-inch diameter.

Tires - Front Front Tires - Goodyear US 315/80 ON 9"X22.5" 5.77"

Tires - Rear Drive Tires - Goodyear US 315/80 ON 9"X22.5" 7"
Hi spec paint finish
Zinc phosphate pre-treatment, epoxy electro-deposition primer and white powder coat paint
Corrosion resistant for salt spray testing per ASTM B117 for 1000 hours
Maximum film thickness 3.5mls on mounting surfaces, bolt holes and Centre hole

Tires - Tag (if applicable) Goodyear 255/70 R 22.5 on 8.25 rim
If Tag selected Axle 2/3 has Goodyear 11R/22.5 Tires

Electrics

12 Volt Electrical System.
Batteries (3) low maintenance, with 185 amp / hour
1000 CCA capacity each

Options

Tag Axle Hendrickson TAG axle, composite EX Steerable suspension
11,000 lbs. Capacity, 35" frame width, KPI 69.922"
10 stud, hub piloted wheel end, type 14 brake chambers for air disc brakes.
Tag axle lift in reverse

Corporate Headquarters

600 N. 75th Ave., Phoenix, AZ 85043 - Phone: (602) 307-1050 - www.RWCGroup.com

Variable Displacement Piston Pump
 Clutch Shift PTO
 Hydraulic Hopper Cover
 DOT Compliant LED Lighting
 Rear Mud Flaps
 Front of Rear Axle Mudflaps
 Steel Body Fenders
 Standard White
 Diesel
 Warning Buzzer in Cab (chimes if arm is not in the home position)
 Rocker Switch Control (lower right mounted)
 Joystick Control (center console mounted)

Adjustable Center Console Mount for Joystick
 Rotary Controller for MD4 Module for Physical Control
 30-90 Gallon Grippers
 3-Color Camera System (Hopper, Clean-out & Tailgate)
CAMERA MONITOR 10" Camera Monitor [Mounted lower right]

LED Work Light (Hopper)
 LED Work Light (Arm, RH)
 Body Mounted Ladder (Mounted curbside of unit)
 Hydraulic Oil Cooler
 Broom, Shovel or Rake Tool Holder [Pair] (Mounted Back of Cab)
 10 Lb. Fire Extinguisher (Mounted on curbside of body)
 Triangle Reflector Kit
 Roadway Display Signs on Body

WARRANTY Standard 1 Yr. Warranty Included

Chassis Proview Tag Axle \$215,550.00

Spartan 300 31 Cubic Yard Full Eject Automated Side Loader \$164,429.33

Freight \$5800.00

Subtotal \$385,779.33

Tucson Tax 6.1% \$23,532.54

Total \$409,311.87

Corporate Headquarters

600 N. 75th Ave., Phoenix, AZ 85043 - Phone: (602) 307-1050 - www.RWCGroup.com



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. D.

Meeting Date: 05/25/2022

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

Submitted By: James Einwaechter, Assistant Director of Public Works, Public Works Department

Action Requested:

ITEM:

Discussion and possible action on any and all matters regarding Council ratification of an emergency contract with Desert Excavating Inc. to lower and relocate water lines on north 4th Avenue. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

The Public Works Department had an urgent and compelling requirement to immediately contract with Desert Excavating Inc. to lower and reconfigure water lines that were unexpectedly discovered during the ongoing vertical realignment of North 4th Avenue by another contractor, Evans Custom Concrete LLC. Work includes lowering approximately 500 feet of the existing 12-inch waterline along 4th Avenue in addition to lowering four connections/stubs, two of which are connections to a pressure-reducing valve and two of which are connected to the hydropneumatic tanks and booster pumps inside the Public Works yard. The total cost of the emergent contract with Desert Excavating Inc. will be \$112,688.00, which includes the original emergency contract for \$110,888.00 plus a contract change order in the amount of \$1,800.00 (Change order for unaccounted work on the connection of 12" water valves).

Due to the emergency nature of the water line lowering and reconfiguration (needed to mitigate adverse impact to the schedule and cost of the ongoing contract for realignment of north 4th Avenue), the Public Works Department could not wait for Council approval to proceed with the water line lowering and reconfiguration. Consequently, on April 28, 2022, the Department pursued and obtained the concurrence of the City Manager to proceed with the execution of a contract with Desert Excavating Inc., under the provisions of City Code 3.05.060 for emergency purchase actions. The contract between the City of San Luis and Desert Excavating Inc. was signed/executed on April 28, 2022. Council ratification of the City Manager's emergency approval is now required.

The \$112,688.00 in funding for this contract is available within the currently available balance of \$1,155,611 in Water account 300-302-90015 (Capital Outlay – CIP) as a result of previously approved FY 2022 Water CIP requirements that could not be executed during the current FY. The specific unexecuted FY 2022 project from which the required funds will be resourced is the Water Storage Tank Rehabilitation project (for which the Council-adopted cost was \$850,000). Desert Excavating Inc. is already performing work for the Valley View Apartments adjacent to 4th Avenue, which made them available to do the work without the need for large equipment mobilization costs.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE, UNDER THE PROVISIONS OF CITY CODE 3.05.060 TO RATIFY AWARD OF AN EMERGENCY CONTRACT IN THE AMOUNT OF \$112,688.00 TO DESERT EXCAVATING INC, AND TO WAIVE FORMAL PURCHASING PROCEDURES PER CITY CODE 3.05.010 (F) FOR THE GOOD CAUSE PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: \$112,688.00
BUDGETED AMOUNT: NO
AVAILABLE AMOUNT TO TRANSFER: NA
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 300-302-90015, Capital
Outlay-CIP, Available Balance
\$1,155,611.

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

The \$112,688 in funding for this contract is available within the currently available balance of \$1,155,611 in Water account 300-302-90015 (Capital Outlay – CIP) as a result of previously approved FY 2022 Water CIP requirements that could not be executed during the current FY. The specific unexecuted FY 2022 project from which the required funds will be resourced is the Water Storage Tank Rehabilitation project (for which the Council-adopted cost was \$850,000). Since this emerging requirement will be executed as a Water CIP requirement, a Budget Transfer will not be required.

Attachments

Contract With Desert Excavating Inc
Change Order

CONTRACT

For the Construction of

City of San Luis
4th Avenue Waterline Relocation
In Conjunction With Valley View Apartment Development

THIS AGREEMENT, made and entered into this TH 28 day of April, 2022, by and between Desert Excavating 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, as authorized by the August 19, 2021 Development Agreement between the City of San Luis, Arizona and Comite de Bienestar, Inc., regarding the development of public infrastructure along North 4th Avenue in conjunction with private development of the Valley View Apartment project..

WITNESSETH: That the CONTRACTOR, for and in consideration of the sum of \$110,888.00, 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 a **4th Avenue Waterline Relocation project**, in support of the Valley View Apartment development, in accordance the CONTRACTOR proposal of April 22, 2022 (as revised on April 24, 2022), and to completely and totally construct the same and install the materials therein for the OWNER, in a good and workmanlike and substantial manner and to the satisfaction of the OWNER through its engineers and under the direction and supervision of the ENGINEER, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specification prepared by the engineers for the OWNER, and with such modifications of the same and other documents that may be made by the OWNER through the ENGINEER or his properly authorized agents, as provided herein. Work to be performed by the CONTRACTOR includes lowering approximately 500 feet of existing 12-inch waterline along 4th Avenue, in addition to lowering four 12-inch connections/stubs, two of which are connections to a pressure reducing valve and two of which are lines connected to hydropneumatics tanks and booster pumps inside the Public Works yard. Lowering of the lines is required due to the vertical realignment of 5th Avenue to improve visibility along 4th Avenue.

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, City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and City of Yuma Construction Standard Detail Drawings, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, City of Yuma Construction Standard Detail Drawings — Edition 2009, CONTRACT SURETY BOND, LABOR AND MATERIALS SURETY BOND, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this CONTRACT to the same extent as if set forth herein in full.

ARTICLE III — LEGAL ARIZONA WORKERS ACT COMPLIANCE: To the extent applicable under A.R.S. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The CONTRACTOR or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the AGREEMENT and may result in the termination of the Agreement by Owner. Owner retains the legal right to randomly inspect the papers and records of the CONTRACTOR and its subcontractors who work on the Agreement to ensure that the CONTRACTOR and its subcontractors are complying with the above-mentioned warranty. The CONTRACTOR and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Owner and to cooperate with Owner's inspections.

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

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

ARTICLE VI — TIME OF COMPLETION: The CONTRACTOR further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the PROPOSAL Pamphlet [60 calendar days from date of Notice to Proceed].

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

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

ARTICLE IX — RELATIONSHIP OF PARTIES: CONTRACTOR's employees, agents, and subcontractors shall not be considered to be employees or agents of OWNER for any purpose and will not be entitled to any of the benefits OWNER provides for its employees. Rights of the CONTRACTOR as an independent contractor include but are not limited to control of the work, manner, and methods of the work, and the right to contract with other employers. Rights of the OWNER include but are not limited to inspection and approval of the work.

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 \$110,888.00!

This 28TH day of April, 2022

Desert Excavating Inc.
CONTRACTOR [Party of the First Part]

Signature

D. Doyle D. King, Jr. President
Name and Title

Witness [If CONTRACTOR is an individual] [Date]

Name and Title

This 28TH day of April, 2022

City of San Luis, Owner,
Lizandro Galaviz
Lizandro Galaviz, Interim City Manager

ATTEST:

Umthope, Deputy City Clerk
for Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
Kay Marion Macuil, City Attorney

Proposal and Contract



Desert Excavating Inc.
PO Box 1849
Yuma, AZ 85366
PH: (928) 344-9778 Fax: (928) 726-0144
Lic.: 076036 L-77 076035 A-12



PROPOSAL SUBMITTED TO
City of San Luis

PHONE
341-8577

DATE
3/22/22

STREET

JOB NAME
Valley View Apts - 4th Ave Reconstruction

CITY, STATE, AND ZIP CODE

JOB LOCATION

PERIOD COVERED FROM 3/22/22 TO 4/22/22 (APPROX)

JOB PHONE

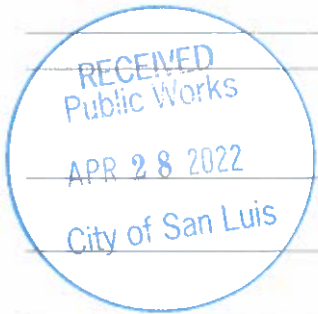
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Lower +/-580' of 12" water line.

To Include: Lower existing 12" water line with appurtenances.
Includes 12" lines to water tank.
Installation of 12" isolation valve.

To Exclude: Permits and fees.
Survey staking.
Finish grading.

Revised 4/24/22
added tax and
bond



WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. FOR THE SUM OF:

One Hundred Ten Thousand Eight Hundred Eighty Eight and 00/100 DOLLARS (\$110,888.00)

PAYMENT TO BE MADE AS FOLLOWS:

On a monthly basis, equal to 100% of material delivered and labor performed.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized
Signature

All Accounts Due and Payable the 10th of Month following Purchase. Delinquent Ten Days Thereafter. 1 1/2% per month (18% Annual Interest) Service charge added to Delinquent Accounts

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be make as outlined above.
Date of Acceptance:

Signature *James R. Einwaechter*

James R. Einwaechter, P.E. April 28, 2022
Signature Public Works Department, City of San Luis, AZ

CHANGE ORDER

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR
 FIELD
 OTHER

PROJECT: CITY OF SAN LUIS, ARIZONA
 4th AVENUE RELOCATION – A PART OF 4TH AVENUE REALIGNMENT

TO (Contractor): Mr. Doyle Bodine, President Desert Excavating Inc. PO Box 1849 Yuma, AZ 85366	CHANGE ORDER NO.: 1 INITIATION DATE: April 28th, 2022 ENGINEER'S PROJECT NO: CONTRACT FOR: New Construction CONTRACT DATE: April 28th, 2022
--	---

The following change is made to the Contract:

- The increase in Scope of Work involves reconfiguring one 12" C900 pipe connecting from the 4th Avenue Water Main from the north side of the pressure reducing valve to the south side. This would allow another connection for increased capacity.

Not valid until signed by both the Owner and Engineer.
 Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Date

The original Contract Sum.....	\$110,888.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order Was	\$110,888.00

This Change Order will modify the Contract Sum as follows:

- Relocate a 12" C-900 water main connection from the north side of the PRV to the south side. It involves an additional cap and thrust block than originally planned and associated labor and equipment hours.

(1 EA x \$1,800/EA) \$1,800.00(+)

The new Contract Sum including this Change Order will be \$112,688.00


The Contract Time will be changed by (0) Days

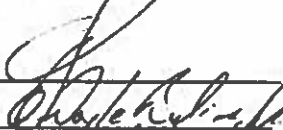
The Date of Substantial Completion as of the date of this Change Order therefore is June 13, 2022.

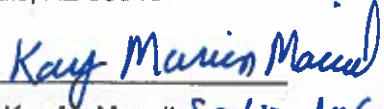
City of San Luis Public Works
 Engineer
 1090 E. Union Street
 San Luis, AZ 85349

Desert Excavating Inc
 Contractor
 PO Box 1549
 Yuma, AZ 85366

Authorized:
City of San Luis, Arizona
 Owner
 1090 E. Union Street
 San Luis, AZ 85349

By 
 Name Eulogio Vera
 Date: 5/24/22

By 
 Name Doyle Bodine
 Date 5/24/22

By 
 Name Kay M. Macuil *for Lizandro Galvez*
 Date May 24, 2022
Acting City Manager



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. E.

Meeting Date: 05/25/2022

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

Submitted By: Jorge Perez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the award of a Construction Contract for the East San Luis Community Park County 24th Street Improvements. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

Staff seeks approval to award a construction contract to the low bidder for the East San Luis Community Park County 24th Street Improvements Project.

For Fiscal Year 2022, the City adopted a \$510,870.00 CIP project for execution of the roadway improvements in support of the new East San Luis 20-Acre Community Park, out of which \$205,639.00 were budgeted for County 24th Street Improvements.

The project design was completed by James Davey and Associates, Inc. earlier this year, encompassing all work required for the new road improvements, including vertical curb and gutter, concrete flatwork including cross gutters, driveways, sidewalk, sidewalk ramps, and spillways, and pavement. The project also includes water and sewer main service stub outs, miscellaneous pavement marking and signing, and other work incidental to the project.

The city published an invitation for bids for the construction of the East San Luis Community Park County 24th Street Improvements Project on May 13, 2022, with a due date for prospective bids of 3:00 PM on May 23, 2022. On May 23, staff confirmed receipt of bids from two (2) interested bidders, Gutierrez Canales Engineering, PC (GCE) and DPE Construction, Inc. While both bids were responsive to the city's requirements, staff's evaluation of bids confirmed that Gutierrez Canales Engineering, PC (GCE) submitted the lowest responsive bid in the total amount of \$527,777.37. The Public Works Department recommends council approval to award the contract to Gutierrez Canales Engineering, PC (GCE) at full project scope, noting that construction will commence on/about May 31, 2022, and shall be complete and in place within 45 calendar days from the commencement date.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE AWARD OF A CONSTRUCTION CONTRACT FOR THE EAST SAN LUIS COMMUNITY PARK COUNTY 24TH STREET IMPROVEMENTS PROJECT TO GUTIERREZ CANALES ENGINEERING, PC IN THE AMOUNT OF \$527,777.37 AND AUTHORIZE THE USE OF FUNDS AS STATED IN THE FISCAL IMPACT OF THIS ITEM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES

CITY/STATE/FEDERAL FUNDS: CITY
TOTAL: \$527,777.37
BUDGETED AMOUNT: \$205,639.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Capital Outlay - Improvement
Roads / GL Account
#200-210-90010 / \$681,790.72

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

For Fiscal Year 2022, the City adopted a \$510,870.00 CIP project for execution of the roadway improvements in support of the new East San Luis 20-Acre Community Park, out of which \$205,639.00 were budgeted for County 24th Street Improvements. Staff anticipates that 90% of the total project cost could be expended during fiscal year 2022, and staff will budget in fiscal year 2023 for the remaining work to be completed. At this time, Council will approve the use of Capital Outlay - Improvement Roads account funds.

Attachments

Publication of Request for Bids
Project Design
Bid Analysis - Recommendation
Contract



**REQUEST FOR PROPOSALS
CITY OF SAN LUIS, ARIZONA
EAST SAN LUIS COMMUNITY PARK
COUNTY 24TH STREET IMPROVEMENTS**

NOTICE IS HEREBY GIVEN THAT sealed proposals or bids will be received in the Office of the City Clerk, City Hall, 1090 E. Union Street, City of San Luis, Arizona until 3:00 P.M. (M.S.T.) on Monday, May 23, 2022, for furnishing all labor, materials, equipment, tools and performing all services required for the construction of the **City of San Luis - East San Luis Community Park County 24th Street Improvements** and work incidental thereto. Proposals will then be publicly opened and read aloud. Each Bid should be submitted on the Proposal Form and be accompanied by a certified or cashiers check or bid bond in the amount of ten (10%) percent of the total amount of the bid.

The proposed work is located within the limits of the City of San Luis, Arizona. The work consists of, but is not limited to approximately 1,080 linear feet of vertical curb and gutter, 10,500 square feet of concrete flatwork including cross gutters, driveways, sidewalk, sidewalk ramps, and spillways, and 3,600 square yards of pavement. The project also includes water and main service stubouts, miscellaneous pavement marking and signing, and other work incidental to the project as specified in the Contract Document and Project Plans.

The project shall be complete and in place within 45 calendar days from the date of Notice to Proceed (NTP tentatively scheduled for May 31, 2022).

Plans, specifications and contract documents may be obtained at the office of James Davey and Associates, Inc., 1025 W. 24th Street, Suite 2 Yuma, Arizona, 85364, telephone (928) 782-7926, tsanchez@jdaacivil.com.

A non-mandatory Pre-Bid Conference will be held at the City of San Luis Pedro Julian Conference Room in City Hall on Tuesday, May 17, 2022, at 3:00 P.M. (M.S.T.) to discuss specifications and any questions Bidders may have.

All bids must be in a sealed envelope and plainly marked: **"CITY OF SAN LUIS - EAST SAN LUIS COMMUNITY PARK COUNTY 24TH STREET IMPROVEMENTS."**

The City of San Luis reserves the right to cancel this procurement, and/or to reject any or all bids, and/or to waive any informality in any bid. No bidder may withdraw his bid for a period of thirty (30) days after the date set for the bid opening thereof.

CITY OF SAN LUIS, ARIZONA

Lizandro "Louie" Galaviz, Interim CITY MANAGER

Bajo El Sol: 13 de mayo del 2022 - 80609



**REQUEST FOR PROPOSALS
CITY OF SAN LUIS, ARIZONA
EAST SAN LUIS COMMUNITY PARK
COUNTY 24TH STREET IMPROVEMENTS**

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CITY OF SAN LUIS, ARIZONA

Lizandro "Louie" Galaviz, Interim CITY MANAGER

Bajo El Sol: 13 de mayo del 2022 - 80609

**CITY OF SAN LUIS
EAST SAN LUIS COMMUNITY PARK
COUNTY 24TH STREET IMPROVEMENTS**

Mayor

GERARDO SANCHEZ

Vice-Mayor

AFRICA LUNA-CARRASCO

City Council

MARIO BUCHANAN JR.

LUIS E. CABRERA

JOSE PONCE

MATIAS ROSALES

GLORIA TORRES



Interim City Manager

LIZANDRO "LOUIE" GALAVIZ

**Acting Director of
Parks and Recreation**

MARIA A. ROLDAN

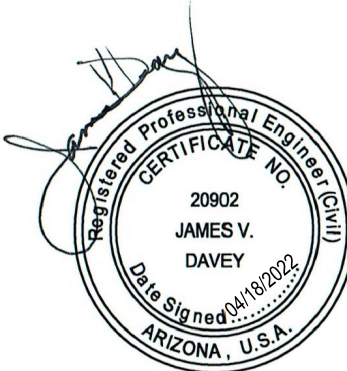
**Director of
Public Works**

EULOGIO VERA, PE

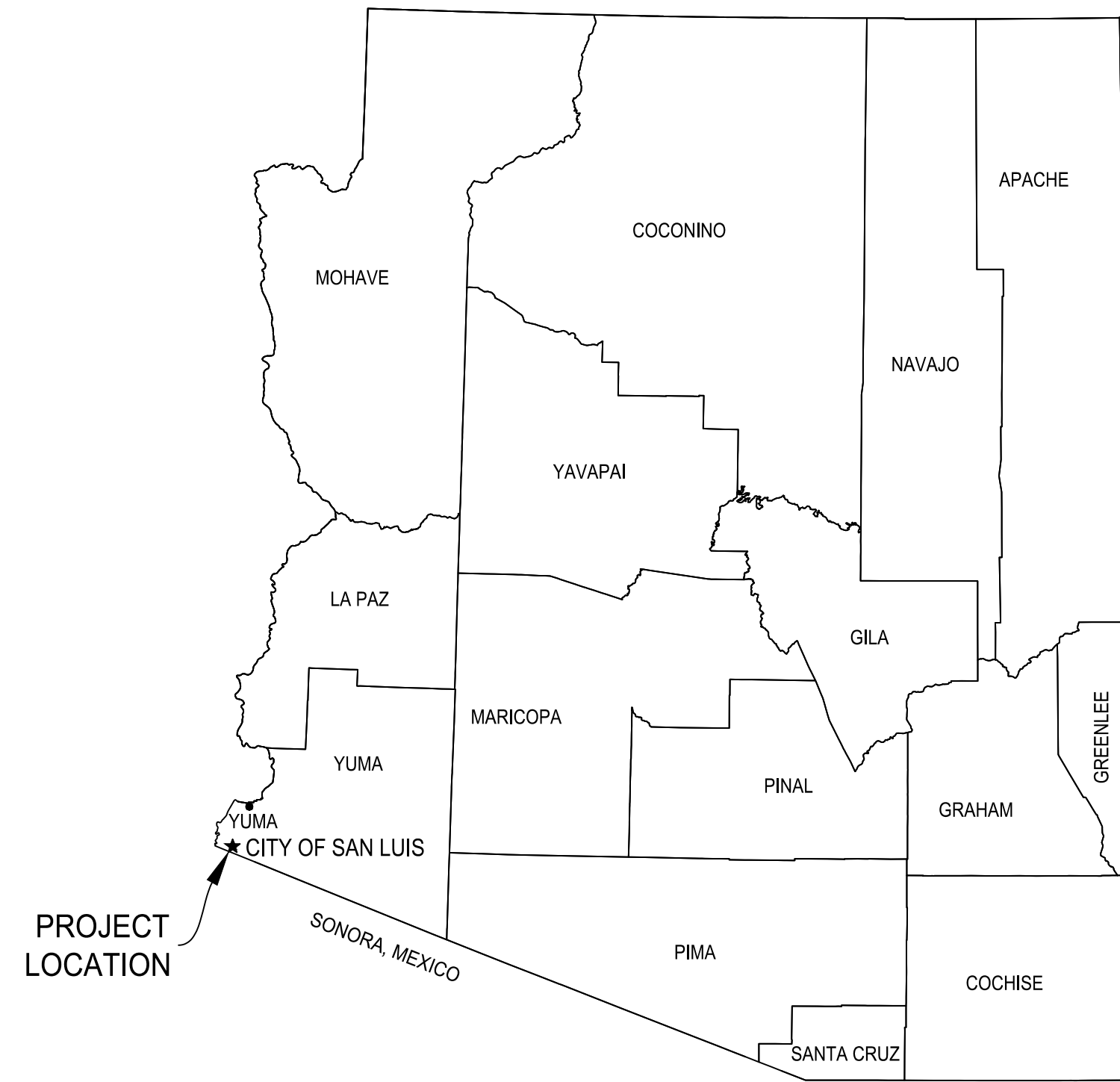
APPROVED: _____ Date: _____
City Manager

APPROVED: _____ Date: _____
Director of Parks and Recreation

APPROVED: _____ Date: _____
Director of Public Works



PREPARED BY:
JAMES DAVEY AND ASSOCIATES
1025 W. 24th STREET, SUITE 2
YUMA, AZ 85364
(928) 782-7926



LOCATION MAP

NTS

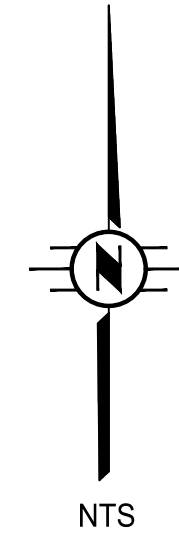


SAN LUIS VICINITY MAP

NTS

SHEET INDEX

SHEET NUMBER:	TITLE:
T-1	COVER SHEET
G-1	PROJECT LOCATION, VICINITY MAP, & GENERAL NOTES
G-2	LEGEND, ABBREVIATIONS & PAVEMENT SECTION
P-1	COUNTY 24TH STREET - STA 10+00 TO STA 14+00
P-2	COUNTY 24TH STREET - STA 14+00 TO STA 19+00
P-3	COUNTY 24TH STREET - STA 19+00 TO STA 22+91
PM-1	PAVEMENT MARKING, SIGNING, AND LIGHTING PLAN
PM-2	PAVEMENT MARKING, SIGNING, AND LIGHTING PLAN
D-1	DETAILS



GENERAL NOTES:

EXISTING UTILITIES AND OTHER FACILITIES HAVE BEEN PLACED ON THE PLANS FROM FIELD SURVEYS, EXISTING MAPS AND OTHER CURRENT PLANS WITHIN THE AREA OF THIS PROJECT. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND/OR ELEVATION OF EXISTING UTILITIES WHICH PERTAIN TO AND AFFECT THE CONSTRUCTION OF THIS PROJECT PRIOR TO COMMENCING CONSTRUCTION. TWO (2) WORKING DAYS PRIOR TO EXCAVATING, THE CONTRACTOR SHALL CALL FOR BLUE STAKES AT THE ARIZONA 811 CENTER. ALL EXISTING UTILITY ELEVATIONS ARE AT TOP OF ELEVATION.

UTILITIES:

ELECTRIC	ARIZONA PUBLIC SERVICE (APS):	520-227-3786
TELEPHONE	CENTURY LINK COMMUNICATIONS:	928-210-0477
GAS	SOUTHWEST GAS:	928-341-2604
CABLE	SPECTRUM	928-783-4441
WATER, SANITARY SEWER, STORM DRAIN, AND STREET SIGNS:	CITY OF SAN LUIS	928-722-7349

SEWER NOTES:

ALL SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, CITY OF YUMA CONSTRUCTION STANDARD DETAILS - EDITION DRAWING MAY 2019, MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATION AND DETAILS FOR PUBLIC WORKS CONSTRUCTION (SPECIFICATIONS), CITY OF SAN LUIS SUPPLEMENTAL TO THE MAG UNIFORM STANDARD SPECIFICATION AND DETAILS FOR PUBLIC WORKS CONSTRUCTION, AND SHALL WHERE APPLICABLE BE IN ACCORDANCE WITH A.D.E.Q. REGULATIONS. SUCH SHALL INCLUDE MAINTAINING CLEARANCE BETWEEN WATER AND SEWER AND WATER IN ACCORDANCE WITH A.A.C. R18-4-211.C. MAINTAIN 6-FOOT LATERAL CLEARANCE BETWEEN WATER LINES AND SEWER MAIN.

SEWER PIPE SHALL BE ASTM D3034, SDR-35 PVC PIPE AND SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS.

SEWER INSTALLATION SHALL BE IN ACCORDANCE WITH A.D.E.Q. STANDARDS.

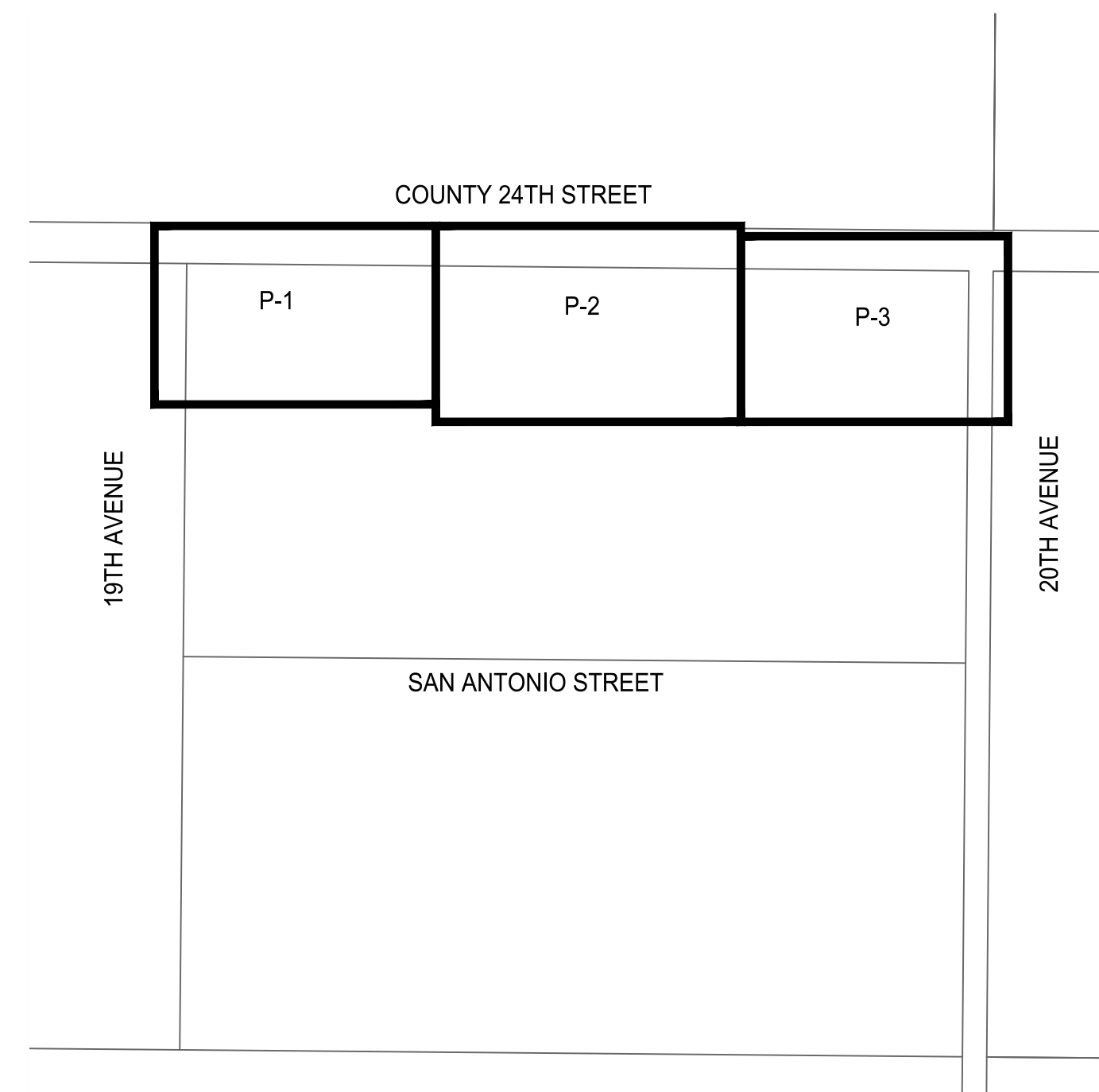
DEFLECTION TESTING, CCTV INSPECTION, AND UNIFORM SLOPE TESTING OF ALL (100%) OF THE SEWERLINE IS REQUIRED IN ACCORDANCE WITH A.A.C. R18-9-E301.D.2.i. AND k.

LEAKAGE TESTING OF THE SEWERLINE IS REQUIRED TO BE CONDUCTED IN ACCORDANCE WITH ASTM F1417-92 AND PER A.A.C. R18-9-E301.D.2.J. LEAKAGE TESTING OF MANHOLES SHALL BE CONDUCTED IN ACCORDANCE WITH A.A.C. R18-9-E301.D.3.f AND g.

A MINIMUM COVER OF 42" SHALL BE MAINTAINED ABOVE THE TOP OF ALL SEWER LINES.

TRACER WIRE AND MONUMENTS SHALL BE SET PER CITY OF YUMA STANDARDS.

UPON COMPLETION OF THE PROJECT, THE ENGINEER SHALL COMPLETE THE A.D.E.Q. "CERTIFICATE OF COMPLETION" AND FORWARD SAME TO THE APPROPRIATE A.D.E.Q. REGIONAL OFFICE.



KEY MAP

NTS

WATER LINE NOTES:

UPON COMPLETION OF THE PROJECT THE CITY ENGINEER SHALL COMPLETE THE A.D.E.Q. ENGINEER'S "CERTIFICATE OF COMPLETION" DOCUMENTATION AND FORWARD SAME TO THE APPROPRIATE O.W.W.Q.M. REGIONAL OFFICE. CONCURRENTLY, THE CONTRACTOR SHALL FORWARD A COPY OF THIS DOCUMENTATION AND ONE (1) SET OF MYLAR, REPRODUCIBLE, AS-BUILT DRAWINGS TO SOMERTON FOR REVIEW AND FILING.

UPON COMPLETION OF ALL THE ABOVE ITEMS AND ISSUANCE OF THE APPROVAL OF CONSTRUCTION BY A.D.E.Q., FINAL ACCEPTANCE OF THE FACILITY WILL BE ACKNOWLEDGED BY SOMERTON AND THE CONTRACTOR ONE-YEAR WARRANTY PERIOD SHALL COMMENCE.

ALL WATERLINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, CITY OF YUMA CONSTRUCTION STANDARD DETAILS- EDITION MAY 2019, MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION, (SPECIFICATIONS), THE CITY OF SAN LUIS SUPPLEMENTAL TO THE MAG, THE CITY OF YUMA STANDARDS DETAILS DRAWINGS - 2009 EDITION, AND SHALL WHERE APPLICABLE BE IN ACCORDANCE WITH A.D.E.Q. REGULATIONS. SUCH SHALL INCLUDE MAINTAINING CLEARANCE BETWEEN WATER AND SEWER AND WATER AND RECLAIMED WATER LINES IN ACCORDANCE WITH CITY OF YUMA STANDARD 5-060 AND A.A.C. R18-4-211.C.

ALL MATERIAL (PIPE AND FITTINGS, ETC.) THAT COME IN CONTACT WITH WATER SHALL CONFORM TO NSF STA. 61.

WATER MAINS AND VALVES SHALL BE FLUSHED AND DISINFECTED IN ACCORDANCE WITH AWWA SECTIONC-651, LATEST EDITION. THE CONTRACTOR SHALL SUBMIT DISINFECTION AND PRESSURE TEST RESULTS TO THE ENGINEER. SEE SPECIAL CONDITIONS.

REPRESENTATIVES OF CITY OF SAN LUIS SHALL BE PRESENT WHEN THE WATER MAINS ARE BOTH FLUSHED AND PRESSURE TESTED.

ALL FITTINGS SHALL BE MECHANICAL JOINT (MEGALUG OR EQUAL), FULLY RESTRAINED, AND THRUST BLOCKED.

ALL ELBOWS, TEES, BENDS, HYDRANTS AND DEAD-END PLUGS SHALL BE THRUST BLOCKED WITH CAST IN PLACE CONCRETE PER DETAILS AND ALL JOINTS WITHIN 100' OF THE FITTINGS RESTRAINED WITH MEGALUG JOINT RESTRAINTS.

THRUST BLOCKS SHALL BE PER CITY OF YUMA STANDARD DETAILS No. 5-090 AND No. 5-100.

ALL VALVES ARE TO BE RESILIENT WEDGE GATE VALVES. ACCEPTABLE VALVES ARE WATEROUS SERIES 500 RESILIENT WEDGE, CLOW RESILIENT WEDGE OR AMERICAN DARLING 80 CSR RESILIENT WEDGE. VALVE BODIES AND FLANGE BOLTS SHALL BE PROTECTED BY 16 MIL POLYETHYLENE WRAP.

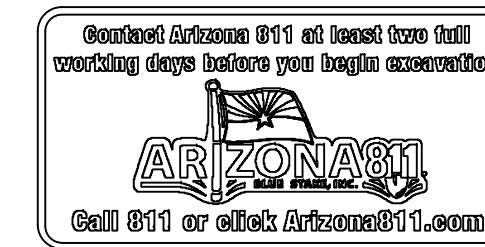
WHERE CROSSING WATERLINES ARE SHOWN FOR AND LOWERING, NEW INSTALLATION SHALL INCLUDE AS A MINIMUM 4 EACH 45°CLASS 50 CML DIP ELBOWS OF THE CORRECT SIZE RESTRAINED THRUST BLOCK PER COY STD 5-090 AND ALL JOINTS RESTRAINED.

THE TESTING OF WATERLINES SHALL BE UNDERTAKEN AS FOLLOWS AND IN DESCENDING ORDER OF PRECEDENCE:

1. ALL VISIBLE LEAKS SHALL BE REPAIRED, REGARDLESS OF THE AMOUNT OF LEAKAGE AND REGARDLESS OF WHETHER THE LEAK DEVELOPS UNDER TEST PRESSURE OR LINE PRESSURE.
2. INITIAL PRESSURES FOR BOTH THE PRESSURE TEST AND ALLOWABLE LEAKAGE TEST SHALL BE A MINIMUM OF 150 PSI.
3. A PRESSURE TEST WILL BE DEEMED AS SUCCESSFUL IF IT PASSES THE CRITERIA SET FORTH BY AWWA C-600, SECTION 4 (CURRENT EDITION) AND THAT CRITERIA NOTED ABOVE.

BENCHMARK:

NORTH ¼ CORNER, SECTION 15, T. 11 S., R. 24 W.
 FOUND REBAR IN AC
 INTERSECTION OF COUNTY 24TH STREET AND 20TH AVENUE
 NORTHING = 539771.21
 EASTING = 404214.86
 ELEVATION = 158.07
 NOTE: SEE PLAN SHEETS FOR ADDITIONAL FOUND SURVEY MONUMENTS



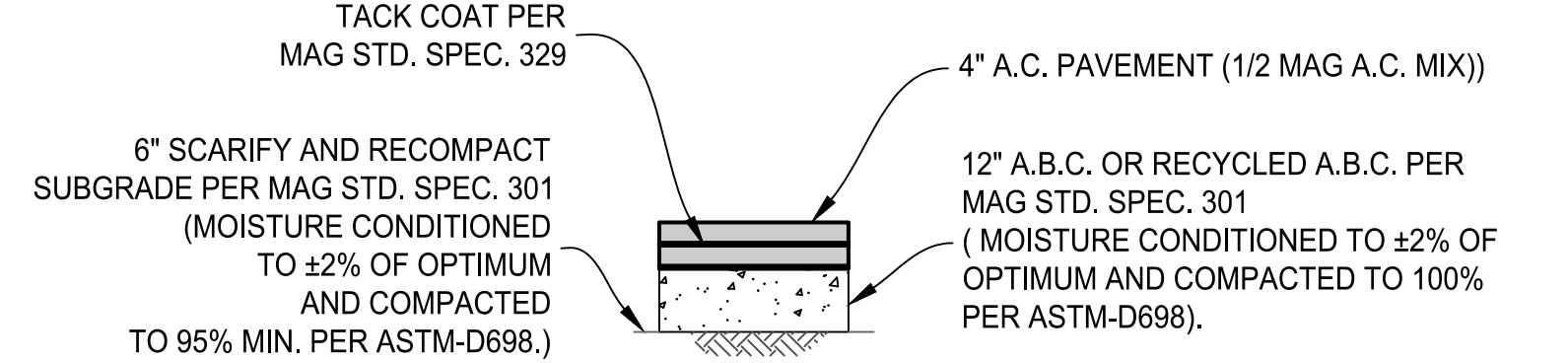
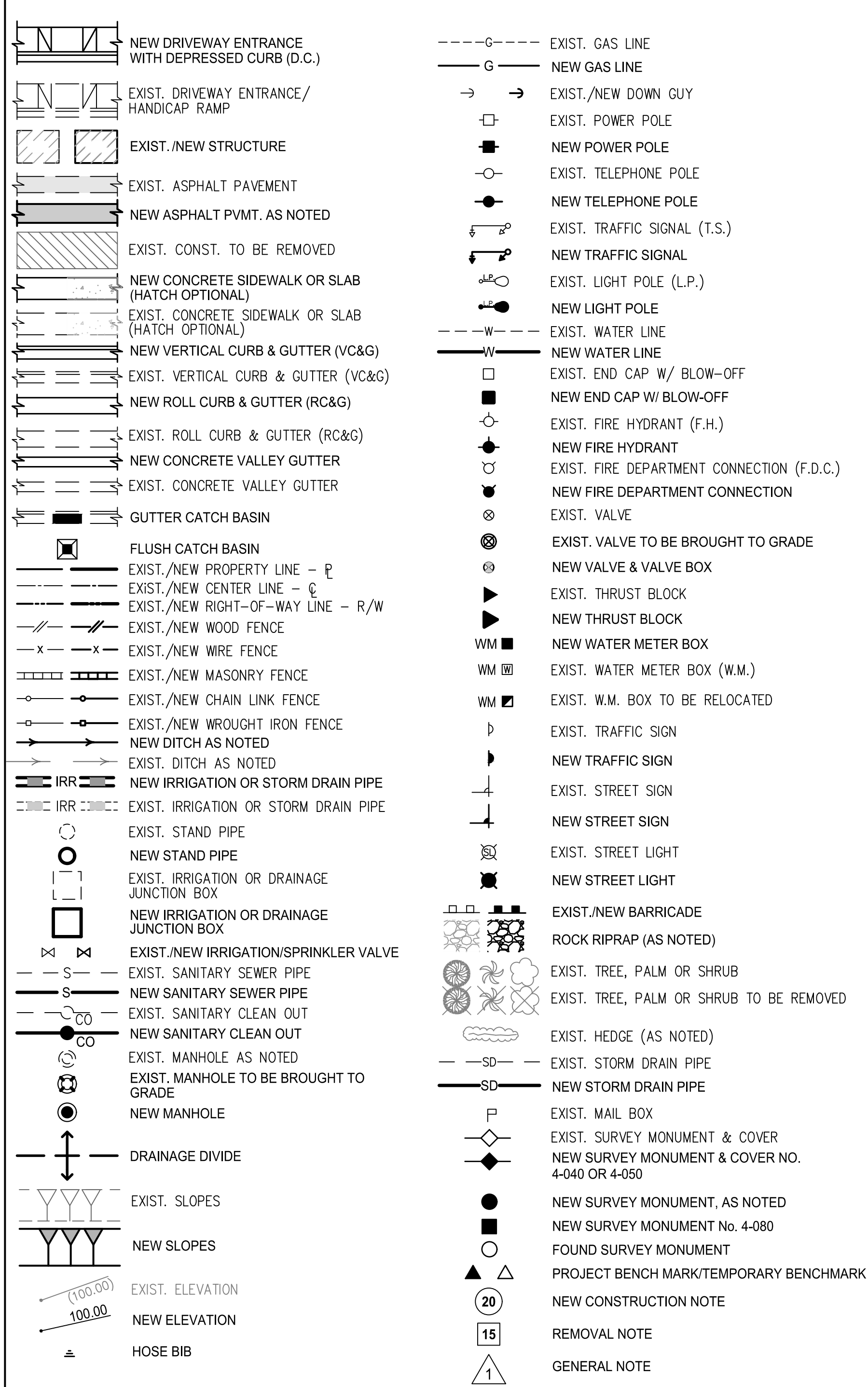
CSL-29

<p>JAMES DAVEY AND ASSOCIATES CONSULTING CIVIL ENGINEERS 1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926</p>	
<p>CITY OF SAN LUIS EAST SAN LUIS COMMUNITY PARK COUNTY 24TH STREET IMPROVEMENTS PROJECT LOCATION, VICINITY MAP & GENERAL NOTES</p>	
	<p>PREPARED FOR: CITY OF SAN LUIS PARKS AND RECREATION SAN LUIS, AZ 85349 (928) 341-8535</p>
	<p>DESIGNED BY: T.S.</p>
	<p>DRAWN BY: J.S.</p>
	<p>APPROVED BY: J.V.D.</p>
<p>SHEET G-1 APRIL 18, 2022</p>	

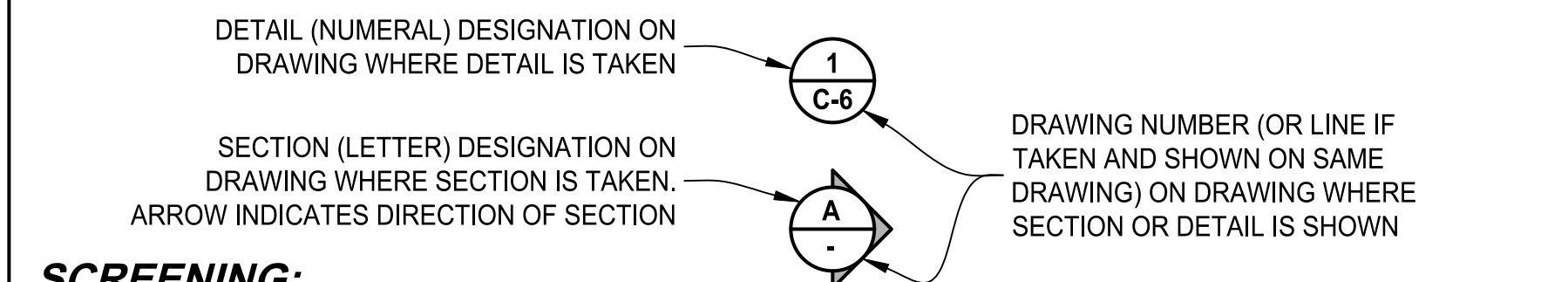
ABBREVIATIONS

@	AT	F.O.	FIBER OPTIC	PSF	POUNDS PER SQUARE FOOT
AB	AGGREGATE BASE	FT	FOOT, FEET	PSI	POUNDS PER SQUARE INCH
ABC	AGGREGATE BASE COURSE	FTG	FOOTING	PT	POINT, POINT OF TANGENCY
AC	ASPHALTIC CONCRETE, ALUMINUM CAP, ASBESTOS CEMENT	FWD	FORWARD	PV	PLUG VALVE, PRESSURE VALVE
ACI	AMERICAN CONCRETE INSTITUTE	G	GAS	PVC	POLYVINYL CHLORIDE
ACP	ASBESTOS CEMENT PIPE	GA	GALUGE	PVMT	POINT OF VERTICAL TANGENCY
ADDL	ADDITIONAL	GAL	GALLON	Q	FLOW RATE (CFS)
ADJ	ADJACENT, ADJUSTABLE	GALV	GALVANIZED	QTY	QUANTITY
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION	GB	GRADE BREAK	ROW	RIGHT OF WAY
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	GRD	GROUND	R	RECORD, RIGHT, RANGE
ALUM	ALUMINUM	GPD	GALLONS PER DAY	RD	RADIUS
ANG	ANGLE	GPH	GALLONS PER HOUR	RB	REBAR
AAPPROX.	APPROXIMATE, APPROXIMATELY	GPM	GALLONS PER MINUTE	RC	REINFORCED CONCRETE
APS	ARIZONA PUBLIC SERVICE	GSRBM	GILA & SALT RIVER BASE & MERIDIAN	RC&G	ROLL CURB AND GUTTER
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS	GT, GTR	GATE VALVE, GAS VALVE	RCP	REINFORCED CONCRETE PIPE
AUX	AUXILIARY	HC	HANDICAPPED	RD	ROAD
AWWA	AMERICAN WATER WORKS ASSOCIATION	HB	HOSE BIB	RED	REDUCER
BC	BRASS CAP/BACK CURB	HDPE	HIGH DENSITY POLYETHYLENE	REF	REFER, REFERENCE
BEG	BEGIN, BEGINNING	HDWL	HEADWALL	REINF	REINFORCE, REINFORCED, REINFORCING
BF	BLIND FLANGE, BOTTOM FACE	HGL	HYDRAULIC GRADE LINE	RGRCP	RUBBER GASKETED REINFORCED CONCRETE PIPE
BLDG	BUILDING	HT	HEIGHT	RR	RAILROAD
BM	BENCHMARK	HH	HAND HOLE	S	SEWER, SOUTH
BRG	BEARING	HORIZ	HORIZONTAL	SB	SOIL BORING, SOUTHBOUND
BV	BALL VALVE, BUTTERFLY VALVE	HP	HORSEPOWER	SD	STORM DRAIN
BVC	BEGINNING OF VERTICAL CURVE	HWS	HIGH WATER SURFACE	SDP	USBR SLUDGE DISPOSAL PIPELINE
BW	BARBED WIRE	HWY	HIGHWAY	SE	SOUTHEAST
C/L	CHAINLINK	ID	INSIDE DIAMETER	SEC	SECTION
C, CONC	CONCRETE, CENTER	IE	INVERT ELEVATION	SF	SQUARE FEET
CATV	CABLE TELEVISION	IN	INCH	SH	SHEET
CB	CATCH BASIN	INT	INTERIOR	SL, S	SECTION LINE, SURVEY LINE, STREET LIGHT
CCP	CONCRETE CYLINDER PIPE	INV.	INVERT	SMH	SEWER MANHOLE
CF	CUBIC FEET	IRR	IRRIGATION	SPEC	SPECIFICATIONS
CFM	CUBIC FEET PER MINUTE	JT	JOINT	SPEC'D	SPECIFIED
CI	CAST IRON	L	LENGTH	SQ	SQUARE
CJ	CONSTRUCTION JOINT	LAT	LATERAL	SS	SANITARY SEWER
CL	CENTERLINE	LB	POUND	SST, SS	STAINLESS STEEL
CLR	CLEAR, CLEARANCE	LF	LINEAR FEET	ST	STREET
CMP	CORRUGATED METAL PIPE	LH	LEFT HAND	STA	STATION
CMU	CONCRETE MASONRY UNITS	LS	LAND SURVEYOR	STD	STANDARD
C.O.	CLEANOUT	LT	LEFT	STL	STEEL
CO.	COUNTY	L/G	LIP OF GUTTER	SW	SOUTHWEST
CONST	CONSTRUCTION, CONSTRUCT	M	MEASURED	SYMM	SYMMETRICAL
CONT	CONTINUOUS	MAINT	MAINTENANCE, MAINTAIN	T	TANGENT, TOWNSHIP, TELEPHONE
COORD	COORDINATE	MATL	MATERIAL	TB	THRUST BLOCK
COY	CITY OF YUMA	MAX	MAXIMUM	TBM	TEMPORARY BENCH MARK
CP	CONTROL POINTS	MB	MAIL BOX	TC	TOP OF CONCRETE, TOP OF CURB
CPLG	COUPLING	MCC	MOTOR CONTROL CENTER	TCE	TEMPORARY CONSTRUCTION EASEMENT
C-C	CENTER TO CENTER	MFR	MANUFACTURER	TEL	TELEPHONE
CTR	CENTER	MH	MANHOLE	TEMP	TEMPORARY
CU	CUBIC	M&I	MUNICIPAL AND INDUSTRIAL	TMH	TELEPHONE MANHOLE
CULV	CULVERT	MIN	MINIMUM	T.O.	TOP OF, TURNOUT
CV	CHECK VALVE	MISC	MISCELLANEOUS	TOB	TOP OF BANK
DW	DRIVEWAY	MJ	MECHANICAL JOINT	TOL	TOP OF LINING
D	DEPTH	MO	MONTH	TOP	TOP OF PIPE
DC	DEPRESSED CURB	MON	MONUMENT	TP	TELEPHONE POLE, TURNING POINT
DEG	DEGREE	MTL	METAL	TRANS	TRANSITION
DEMO	DEMOLITION	MW	MONITORING WELL	TS	TRAFFIC SIGN, TRAFFIC SIGNAL, TOP OF SLOPE
DG	DOWN GUY	N/A	NOT APPLICABLE	TW	TOP OF WALL
DIA	DIAMETER	N	NORTH	TYP.	TYPICAL
DIM	DIMENSION	NAD	NORTH AMERICAN DATUM	U/G	UNDERGROUND
DIP	DUCTILE IRON PIPE	NAVD	NORTH AMERICAN VERTICAL DATUM	UBC	UNIFORM BUILDING CODE
DOI	U.S. DEPARTMENT OF THE INTERIOR	NB	NORTHBOUND	USBR	UNITED STATES BUREAU OF RECLAMATION
DN	DOWN	NE	NORTHEAST	VC	VERTICAL CURVE
DR	DRIVE	NO.	NUMBER	V.C.&G.	VERTICAL CURVE AND GUTTER
DW	DRIVEWAY	NOM	NOMINAL	VG	VALLEY GUTTER
DWG	DRAWING	NORM	NORMAL	VERT	VERTICAL
DWS	DESIGN WATER SURFACE	NPT	NATIONAL PIPE THREAD	VOL	VOLUME
E	EAST, ELECTRIC	NTS	NOT TO SCALE	VPI	VERTICAL POINT OF INTERSECTION
EA	EACH	NW	NORTHWEST	W	WITH
EASE	EASEMENT	NWS	NORMAL WATER SURFACE	W	WEST
EB	EASTBOUND	O/H	OVERHEAD	WB	WESTBOUND
EG, EX, GR	EXISTING GRADE	O&M	OPERATION & MAINTENANCE	WI	WROUGHT IRON
EL, ELEC	ELECTRIC, ELECTRICAL	OC	ON CENTER	WM	WATER METER
ELEV	ELEVATION	OD	OUTSIDE DIAMETER	WMIDD	WELL/TON MOHAWK IRRIGATION AND DRAINAGE DISTRICT
ENGR	ENGINEER	P&ID	PROCESS AND INSTRUMENTATION DIAGRAM	WS	WATER STOP, WATER SURFACE
EP	EDGE OF PAVEMENT	PC	POINT OF CURVATURE	WSEL	WATER SURFACE ELEVATION
EVC	END OF VERTICAL CURVE	PCC	PORTLAND CEMENT CONC.	WSP	WELDED STEEL PIPE
E/W	EACH WAY	PCO	POINT OF COMPOUND CURVATURE	WWF	WELDED WIRE FABRIC
EX, EXIST.	EXISTING	PE	POLYETHYLENE	WV	WATER VALVE
EXP JT	EXPANSION JOINT	PI	POINT OF INTERSECTION	XFMR	ELECTRICAL TRANSFORMER
FD	FOUND	PL	PROPERTY LINE	YC	YUMA COUNTY
F.D.C.	FIRE DEPARTMENT CONNECTION	POB	POINT OF BEGINNING	YCWUA	YUMA COUNTY WATER USERS' ASSOCIATION
FDN	FOUNDATION	PCC	POINT OF CURVATURE	YID	YUMA IRRIGATION DISTRICT
F.F.	FINISHED FLOOR ELEVATION	POT	POINT OF TANGENT	YMC	YUMA MESA CONDUIT
FG	FINISH GRADE	PP	POWER POLE	YMIDA	YUMA MESA IRRIGATION AND DRAINAGE DISTRICT
FH	FIRE HYDRANT	PRC	POINT OF REVERSE CURVE	YR	YEAR
FIG.	FIGURE	PREFAB	PREFABRICATED		
FL	FLOW LINE, FLANGE	PRESS.	PRESSURE		
FLR	FLOOR	PROP	PROPERTY		
		PS	PUMP STATION, PRESSURE SWITCH		

LEGEND



SECTION AND DETAIL STANDARDS:



SCREENING:

SCREENED ELEMENTS ON AREA MAPPING REPRESENT EXISTING FACILITIES OR ELEVATIONS.

SCREENED BACKGROUNDS ON OTHER DRAWINGS CAN REPRESENT EXISTING FACILITIES OR FACILITIES TO BE CONSTRUCTED UNDER THIS CONTRACT, WHICH, IF DRAWN IN SOLID LINES, WOULD OBSCURE THE PARTICULAR DETAILS BEING SHOWN. CONSULT THE ENGINEER IF SCREENING OF ANY ELEMENTS IS NOT SELF-EXPLANATORY.

STANDARD DETAILS:

STANDARD DETAIL CALLOUTS ARE SHOWN TO INDICATE DETAIL REQUIRED AT SPECIFIC LOCATIONS. AT ALL LOCATIONS WHERE A STANDARD DETAIL CALLOUT IS NOT SHOWN, THE CONTRACTOR SHALL USE THE STANDARD DETAIL MOST APPLICABLE AND CONSISTENT WITH OTHER WORK UNDER THIS CONTRACT.

NOTES:

- THIS IS A STANDARD ABBREVIATION AND LEGEND SHEET; THEREFORE, SOME SYMBOLS OR ABBREVIATIONS MAY APPEAR ON THIS SHEET AND NOT ON THE DRAWINGS.
- CONTACT THE ENGINEER FOR ABBREVIATIONS NOT LISTED OR REFER TO ABBREVIATIONS FOR USE ON DRAWINGS AND TEXT PUBLISHED BY THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).



JAMES DAVEY AND ASSOCIATES
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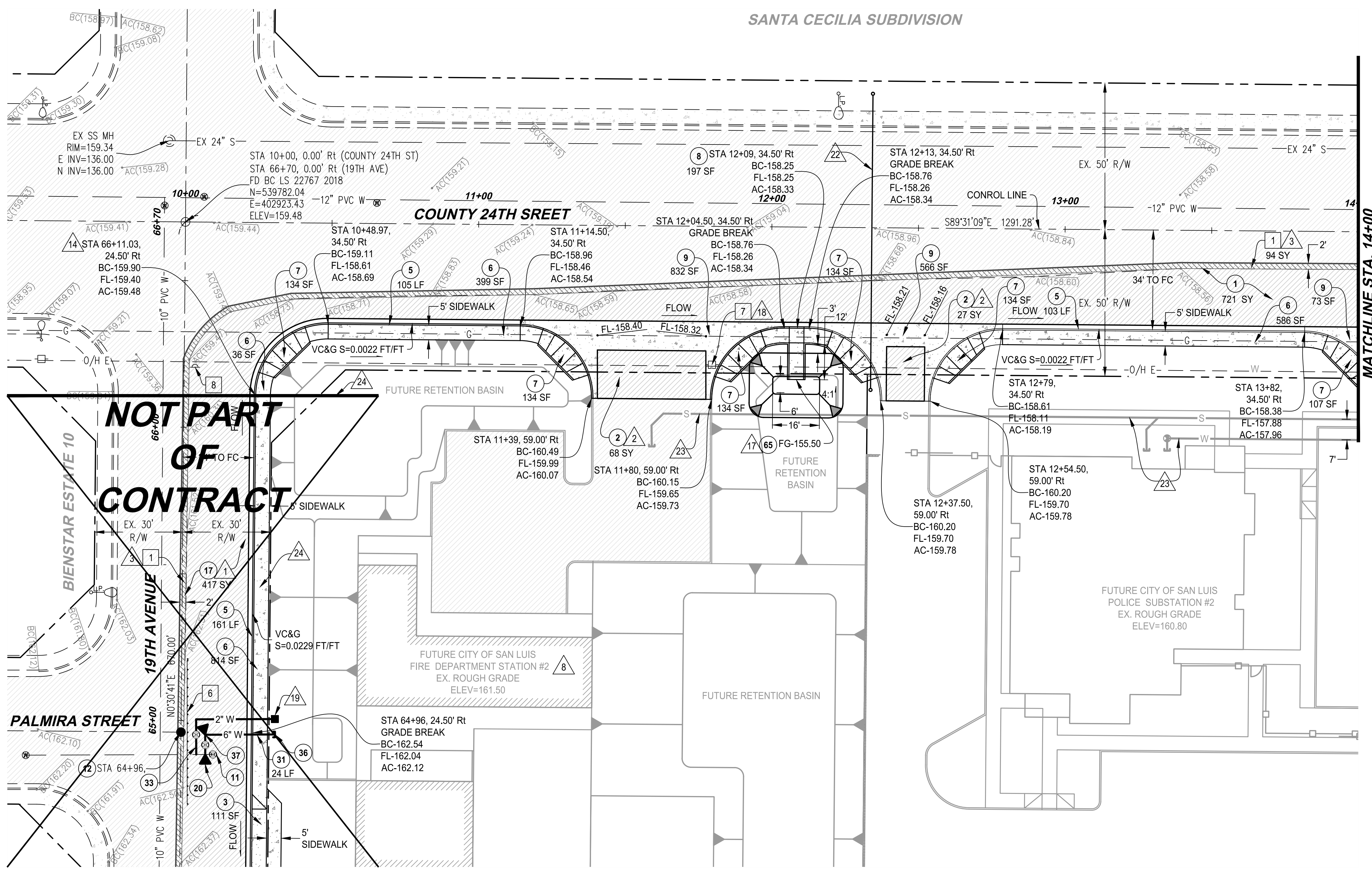
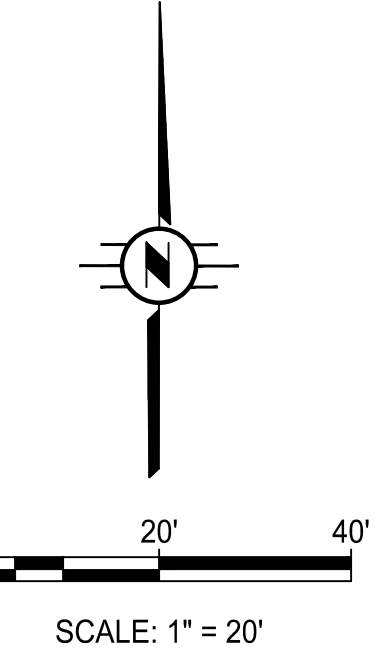
CITY OF SAN LUIS
EAST SAN LUIS COMMUNITY PARK
COUNTY 24TH STREET IMPROVEMENTS

LEGEND, ABBREVIATIONS & PAVEMENT SECTION



PREPARED FOR: CITY OF SAN LUIS PARKS AND RECREATION SAN LUIS, AZ 85349 (928) 341-8535
DESIGNED BY: T.S.
DRAWN BY: R.C.
APPROVED BY: J.V.D.
SHEET G-2
APRIL 18, 2022

SANTA CECILIA SUBDIVISION



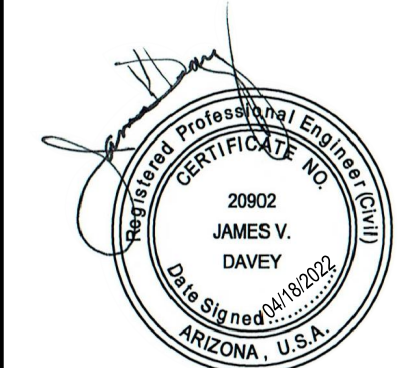
REMOVAL NOTES			U/M	QTY
1	REMOVE EXISTING ASPHALT (ANY THICKNESS)	SY	94	
7	REMOVE AND RELOCATED EXISTING POWER POLE (BY APS)	EA	1	
8	REMOVE AND RELOCATED EXISTING STREET SIGN	EA	1	

CONSTRUCTION NOTES			U/M	QTY
1	ASPHALT PAVING (4" AC/12" ABC) - PAVEMENT STRUCTURAL SECTION NO. 1	SY	721	
2	ASPHALT PAVING (2.5" AC/6" ABC) - PAVEMENT STRUCTURAL SECTION NO. 2	SY	95	
5	VERTICAL CURB AND GUTTER 7/4" ABC (CITY OF YUMA STD. NO. 3-060)	LF	208	
6	CONCRETE SIDEWALK (CITY OF YUMA STD. NO. 3-135)	SF	1021	
7	SIDEWALK RAMP (CITY OF YUMA STD. NO. 3-145)	SF	777	
8	DEPRESSED SIDEWALK AND SPILLWAY (1 D-1)	SF	197	
9	CROSS GUTTER (CITY OF YUMA STD. NO. 3-085 & 3-090)	SF	1471	
65	STREET DRAINAGE RETENTION BASIN EXCAVATION AND GRADING	LS	1	

GENERAL NOTES	
1	PAVEMENT REPLACEMENT SHALL HAVE A 2% MIN. CROSS SLOPE WITH A TYPICAL CENTER CROWN.
2	25' PAVEMENT TRANSITION NEW PAVEMENT TO EXISTING PAVEMENT / CROSS VALLEY GUTTER OR AS NEEDED FOR A SMOOTH PAVEMENT TRANSITION (TYP.).
3	SAWCUT 2" OF EXISTING PAVEMENT AND REPLACE WITH NEW PAVEMENT MATCHING EXISTING PAVEMENT ELEVATION, OR AS APPROVED BY THE CITY OF SAN LUIS BASED ON EXISTING PAVEMENT EDGE CONDITIONS (TYP.).
4	MATCH THE EXISTING CURB/SIDEWALK.
8	FUTURE FIRE DEPARTMENT SUBSTATION PROJECT (PER THE FIRE STATION #2 PLANS DATED 8/27/2021 PREPARED BY V&V ENGINEERING) (SHOWN FOR REFERENCE ONLY). THE FIRE STATION #2 PLANS BENCHMARK: BRASS CAP AT COUNTY 24TH STREET AND 19TH AVENUE = 169.69 (1.21' HIGHER THAN THE ELEVATIONS SHOWN ON THIS EAST SAN LUIS COMMUNITY PARK PLANS).
17	CONTRACTOR TO EXCAVATE AND GRADE TEMPORARY STREET STORM WATER RUNOFF RETENTION BASINS WITH 4:1 SLOPE (TYP.). FUTURE RETENTION BASIN TO BE CONSTRUCTED WITH THE FIRE DEPARTMENT SUBSTATION PROJECT.
18	EXISTING POWER POLE TO BE RELOCATED TO CLEAR SIDEWALK RAMP PRIOR TO CONSTRUCTION (BY APS).
22	2" DIA. CONDUIT WITH PULL TAPE FOR FUTURE POLICE DEPARTMENT AND FIRE DEPARTMENT EMERGENCY VEHICLES EXIST WARNING BEACON TO BE INSTALLED BY THE CITY OF SAN LUIS PRIOR TO CONSTRUCTION.
23	FUTURE WATER SERVICE AND SEWER SERVICE TO BE CONSTRUCTED WITH FIRE DEPARTMENT SUBSTATION AND POLICE DEPARTMENT SUBSTATION CONSTRUCTION.
24	19TH AVENUE AND 20TH AVENUE ROADWAY PAVEMENT, V.C.&G. AND SIDEWALK TO BE CONSTRUCTED PRIOR TO CONSTRUCTION AS A SEPARATE CONSTRUCTION PROJECT.

NOT PART OF CONTRACT

MATCHLINE STA. 14+00
SEE SHEET P-2



PREPARED FOR:
CITY OF SAN LUIS
PARKS AND RECREATION
SAN LUIS, AZ 85349
(928) 341-8535

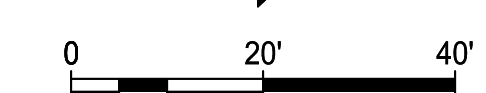
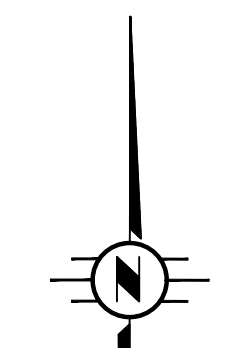
DESIGNED BY: T.S.
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SHEET P-1
APRIL 18, 2022

**JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS**
1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

**CITY OF SAN LUIS
EAST SAN LUIS COMMUNITY PARK
COUNTY 24TH STREET IMPROVEMENTS**

COUNTY 24TH STREET - STA 10+00 TO STA 14+00

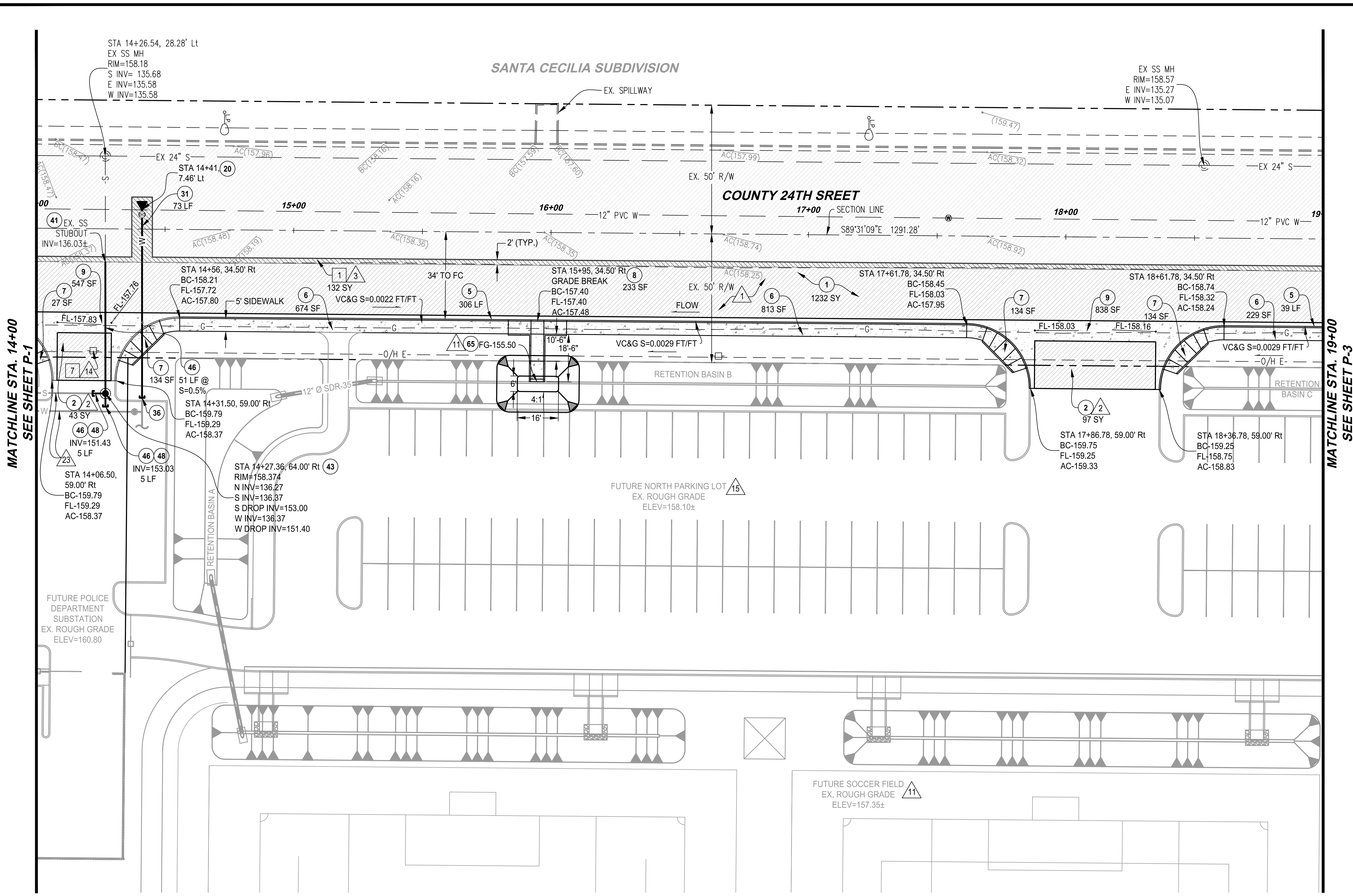


SCALE: 1" = 20'

REMOVAL NOTES		U/M	QTY
1	REMOVE EXISTING ASPHALT (ANY THICKNESS)	SY	132
7	REMOVE AND RELOCATED EXISTING POWER POLE (BY APS)	EA	1

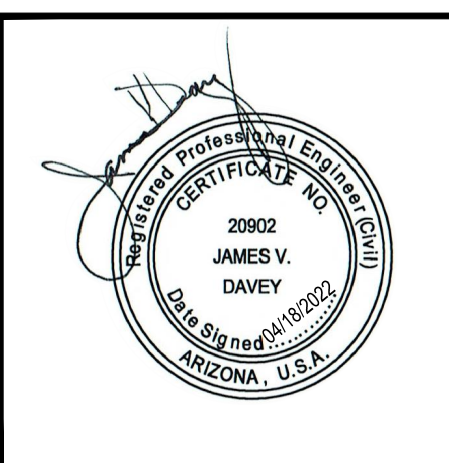
CONSTRUCTION NOTES		U/M	QTY
1	ASPHALT PAVING (4" AC/12" ABC) - PAVEMENT STRUCTURAL SECTION NO. 1	SY	1232
2	ASPHALT PAVING (2.5" AC/6" ABC) - PAVEMENT STRUCTURAL SECTION NO. 2	SY	140
5	VERTICAL CURB AND GUTTER 7" ABC (CITY OF YUMA STD. NO. 3-060)	LF	345
6	CONCRETE SIDEWALK (CITY OF YUMA STD. NO. 3-135)	SF	1716
7	SIDEWALK RAMP (CITY OF YUMA STD. NO. 3-145)	SF	429
8	DEPRESSED SIDEWALK AND SPILLWAY (D-1)	SF	233
9	CROSS GUTTER (CITY OF YUMA STD. NO. 3-085 & 3-090)	SF	1385
20	6"X12" TAPPING SLEEVE AND GATE VALVE WITH TRUST BLOCK (CITY OF YUMA STD NO. 5-020, 5-025, 5-065)	EA	1
31	6" DIA. PVC C-900 WATERMAIN	LF	73
36	6" BLIND FLANGE WITH THRUST BLOCK	EA	1
41	CONNECT 6" LATERAL TO EXISTING SANITARY SEWER SERVICE STUBOUT 4" Ø POLYMER SANITARY SEWER	EA	1
43	MANHOLE, WITH TYPE "B" DROP SEWER CONNECTIONS (CITY OF YUMA STD. 6-025, 6-060)	EA	1
46	6" SEWERMAIN SDR-35	LF	61
48	6" SEWER SDR-35 PVC CAP	EA	2
65	STREET DRAINAGE RETENTION BASIN EXCAVATION AND GRADING	LS	1

GENERAL NOTES	
1	PAVEMENT REPLACEMENT SHALL HAVE A 2% MIN. CROSS SLOPE WITH A TYPICAL CENTER CROWN.
2	25' PAVEMENT TRANSITION NEW PAVEMENT TO EXISTING PAVEMENT / CROSS VALLEY GUTTER OR AS NEEDED FOR A SMOOTH PAVEMENT TRANSITION (TYP.).
3	SAWCUT 2' OF EXISTING PAVEMENT AND REPLACE WITH NEW PAVEMENT MATCHING EXISTING PAVEMENT ELEVATION, OR AS APPROVED BY THE CITY OF SAN LUIS BASED ON EXISTING PAVEMENT EDGE CONDITIONS (TYP.).
11	CONTRACTOR TO EXCAVATE AND GRADE TEMPORARY STREET STORM WATER RUNOFF RETENTION BASINS WITH 4:1 SLOPE (TYP.). FUTURE SOCCER FIELDS TO RETAIN EXCESS STORM WATER RUNOFF FROM ADJACENT STREETS AND PARK PARKING LOTS (TYP.).
14	EXISTING POWER POLE TO BE RELOCATED TO CLEAR SEWERMAIN PRIOR TO CONSTRUCTION (BY APS).
15	PARKING LOT TO BE CONSTRUCTED PER THE COMMUNITY PARK PARKING LOTS PLANS (SEPARATE DESIGN PLANS BY JAMES DAVEY AND ASSOCIATES).
23	FUTURE WATER SERVICE AND SEWER SERVICE TO BE CONSTRUCTED WITH FIRE DEPARTMENT SUBSTATION AND POLICE DEPARTMENT SUBSTATION CONSTRUCTION.



MATCHLINE STA. 14+00
SEE SHEET P-1

MATCHLINE STA. 19+00
SEE SHEET P-3



PREPARED FOR:
CITY OF SAN LUIS
PARKS AND RECREATION
SAN LUIS, AZ 85349
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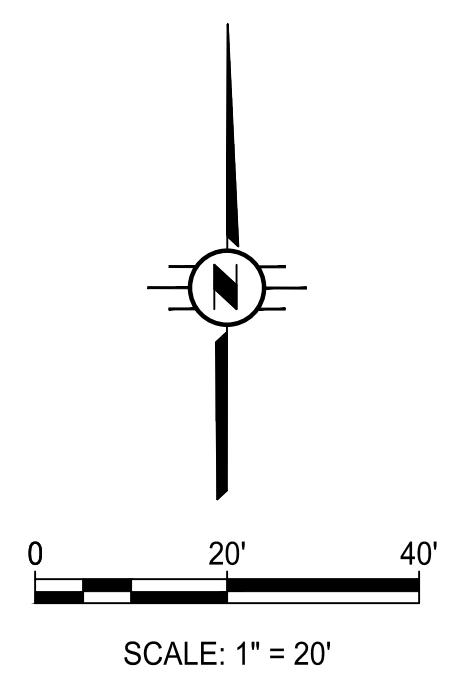
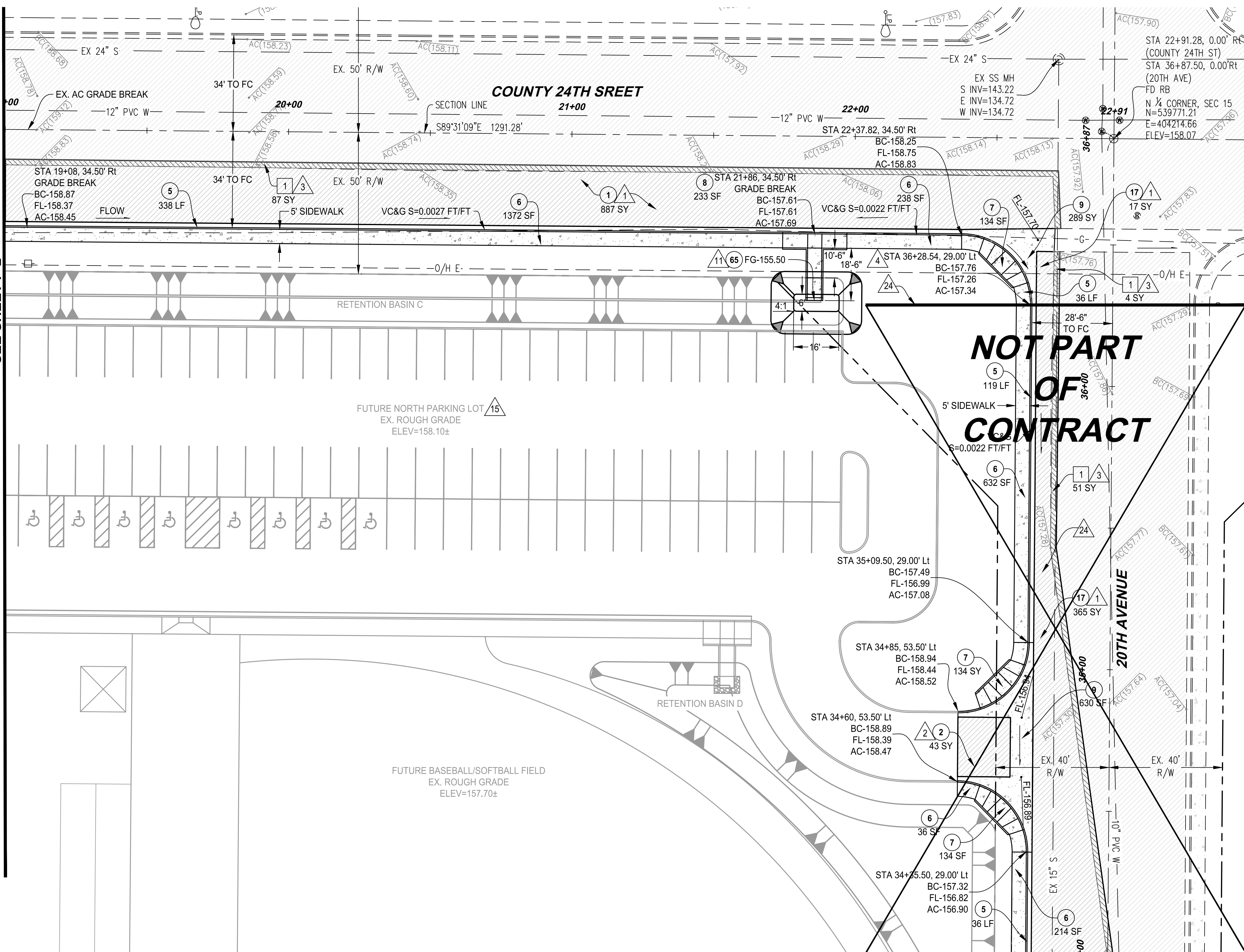
SHEET P-2
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**CITY OF SAN LUIS
EAST SAN LUIS COMMUNITY PARK
COUNTY 24TH STREET IMPROVEMENTS**

COUNTY 24TH STREET - STA 14+00 TO STA 19+00

MATCHLINE STA. 19+00
SEE SHEET P-2



REMOVAL NOTES		
	U/M	QTY
1	REMOVE EXISTING ASPHALT (ANY THICKNESS)	SY 91

CONSTRUCTION NOTES		
	U/M	QTY
1	ASPHALT PAVING (4" AC/12" ABC) - PAVEMENT STRUCTURAL SECTION NO. 1	SY 887
5	VERTICAL CURB AND GUTTER 7/4" ABC (CITY OF YUMA STD. NO. 3-060)	LF 338
6	CONCRETE SIDEWALK (CITY OF YUMA STD. NO. 3-135)	SF 1646
7	SIDEWALK RAMP (CITY OF YUMA STD. NO. 3-145)	SF 134
8	DEPRESSED SIDEWALK AND SPILLWAY (1 D-1)	SF 233
9	CROSS GUTTER (CITY OF YUMA STD. NO. 3-085 & 3-090)	SF 289
17	ASPHALT PAVING (3" AC/10" ABC) - PAVEMENT STRUCTURAL SECTION NO. 3	SY 17
65	STREET DRAINAGE RETENTION BASIN EXCAVATION AND GRADING	LS 1

GENERAL NOTES	
1	PAVEMENT REPLACEMENT SHALL HAVE A 2% MIN. CROSS SLOPE WITH A TYPICAL CENTER CROWN.
2	25' PAVEMENT TRANSITION NEW PAVEMENT TO EXISTING PAVEMENT / CROSS VALLEY GUTTER OR AS NEEDED FOR A SMOOTH PAVEMENT TRANSITION (TYP.).
3	SAWCUT 2' OF EXISTING PAVEMENT AND REPLACE WITH NEW PAVEMENT MATCHING EXISTING PAVEMENT ELEVATION, OR AS APPROVED BY THE CITY OF SAN LUIS BASED ON EXISTING PAVEMENT EDGE CONDITIONS (TYP.).
11A	CONTRACTOR TO EXCAVATE AND GRADE TEMPORARY STREET STORM WATER RUNOFF RETENTION BASINS WITH 4:1 SLOPE (TYP.). FUTURE SOCCER FIELDS TO RETAIN EXCESS STORM WATER RUNOFF FROM ADJACENT STREETS AND PARK PARKING LOTS (TYP.).
15A	PARKING LOT TO BE CONSTRUCTED PER THE COMMUNITY PARK PARKING LOTS PLANS (SEPARATE DESIGN PLANS BY JAMES DAVEY AND ASSOCIATES).
24	19TH AVENUE AND 20TH AVENUE ROADWAY PAVEMENT, V.C.&G. AND SIDEWALK TO BE CONSTRUCTED PRIOR TO CONSTRUCTION AS A SEPARATE CONSTRUCTION PROJECT.

NOT PART OF CONTRACT



PREPARED FOR:
CITY OF SAN LUIS
PARKS AND RECREATION
SAN LUIS, AZ 85349
(928) 341-8535

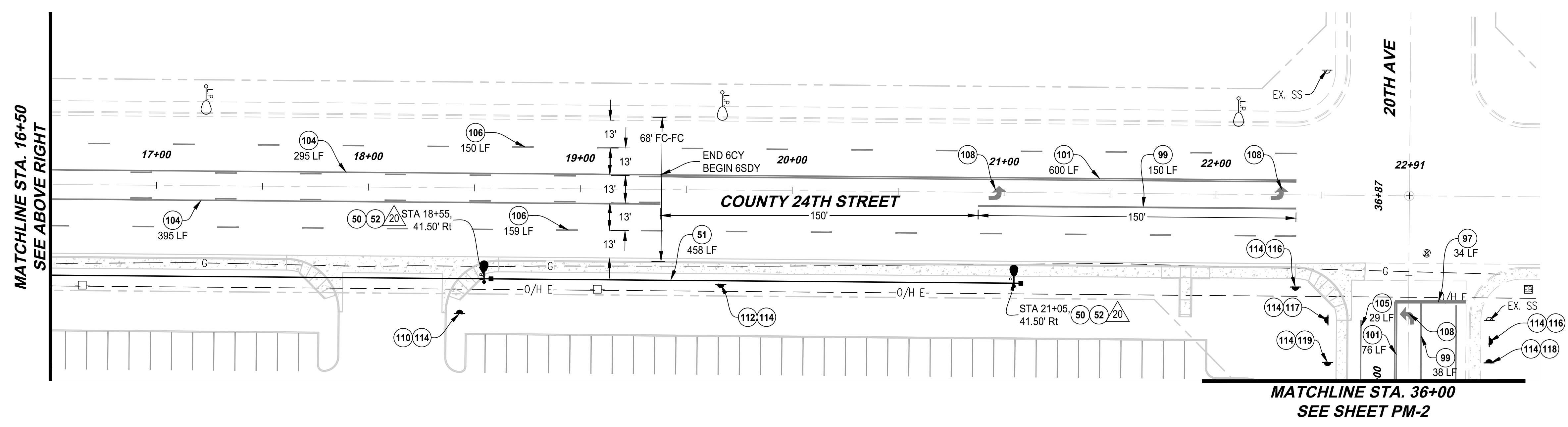
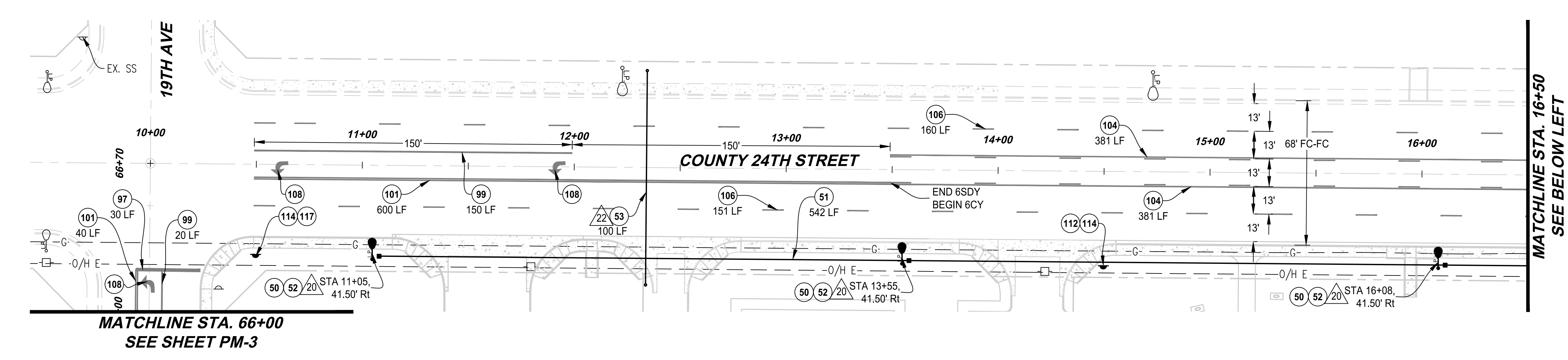
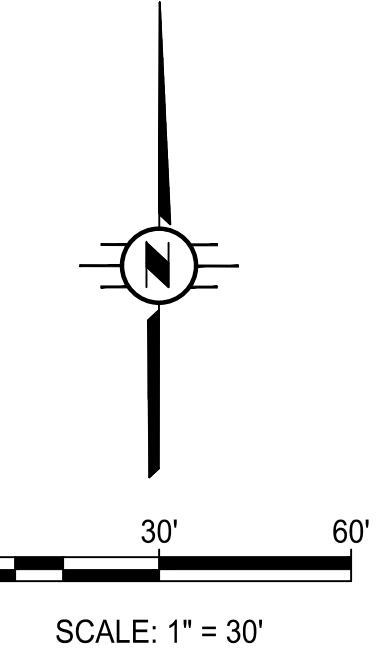
DESIGNED BY: T.S.
DRAWN BY: R.C.
APPROVED BY: J.D.

SHEET P-3
APRIL 18, 2022

**JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS**
1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

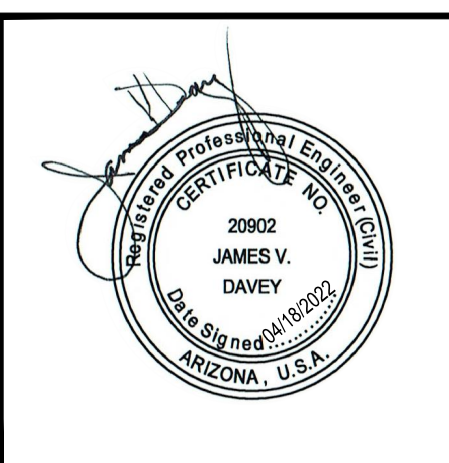
**CITY OF SAN LUIS
EAST SAN LUIS COMMUNITY PARK
COUNTY 24TH STREET IMPROVEMENTS**

COUNTY 24TH STREET - STA 19+00 TO STA 22+91



	CONSTRUCTION NOTES	U/M	QTY
50	STREET LIGHT JUNCTION/PULL BOX (BOX SUPPLIED BY APS)	EA	5
51	STREET LIGHT 2.5" ELECTRICAL CONDUIT	LF	1000
52	STREET LIGHT (BY APS)	EA	5
53	2" Ø SCHEDULE 40 PVC CONDUIT	LF	100
97	PAVEMENT MARKING, 18" SOLID WHITE THERMOPLASTIC STOP BAR (18SW)	LF	64
99	PAVEMENT MARKING, 8" SOLID WHITE THERMOPLASTIC (8SW)	LF	300
101	PAVEMENT MARKING, 6" SOLID DOUBLE YELLOW THERMOPLASTIC (6SDY)	LF	1316
104	PAVEMENT MARKING, 6" COMBINATION YELLOW THERMOPLASTIC (6CY)	LF	1352
105	PAVEMENT MARKING, 6" SOLID WHITE THERMOPLASTIC (6SW)	LF	29
106	PAVEMENT MARKING, 6" BROKEN WHITE THERMOPLASTIC (6BW)	LF	620
108	PAVEMENT MARKING, LEFT ARROW - WHITE THERMOPLASTIC	EA	6
110	STOP SIGN (MUTCD R1-1)	EA	1
112	NO PARKING ANY TIME SIGN (MUTCD R7-1, 12"X18")	EA	2
114	SIGN POST U-CHANNEL (CITY OF YUMA STD 8-010, 8-020)	EA	9
116	NO PARKING ANY TIME, RIGHT ARROW SIGN, (MUTCD R7-1R, 12"X18")	EA	2
117	NO PARKING ANY TIME, LEFT ARROW SIGN, (MUTCD R7-1L, 12"X18")	EA	2
118	BIKE LANE ENDS SIGN, (MUTCD R3-17, 24"X36", R3-17BP, 24"X18")	EA	1
119	BIKE LANE SIGN, (MUTCD R3-17, 30"X24")	EA	1

GENERAL NOTES	
20	STREET LIGHTS AND CONDUIT SHALL BE INSTALLED PER APS PLANS (TYP.).
22	2" DIA. CONDUIT WITH PULL TAPE FOR FUTURE POLICE DEPARTMENT AND FIRE DEPARTMENT EMERGENCY VEHICLES EXIST WARNING BEACON TO BE INSTALLED BY THE CITY OF SAN LUIS PRIOR TO CONSTRUCTION.



PREPARED FOR:
CITY OF SAN LUIS
PARKS AND RECREATION
SAN LUIS, AZ 85349
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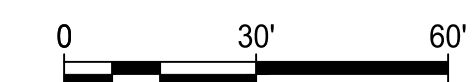
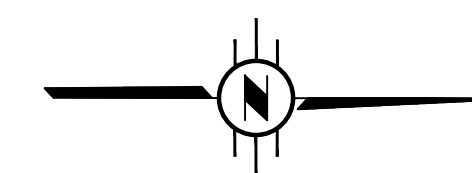
DESIGNED BY: T.S.
DRAWN BY: R.C.
APPROVED BY: J.D.

SHEET PM-1
APRIL 18, 2022

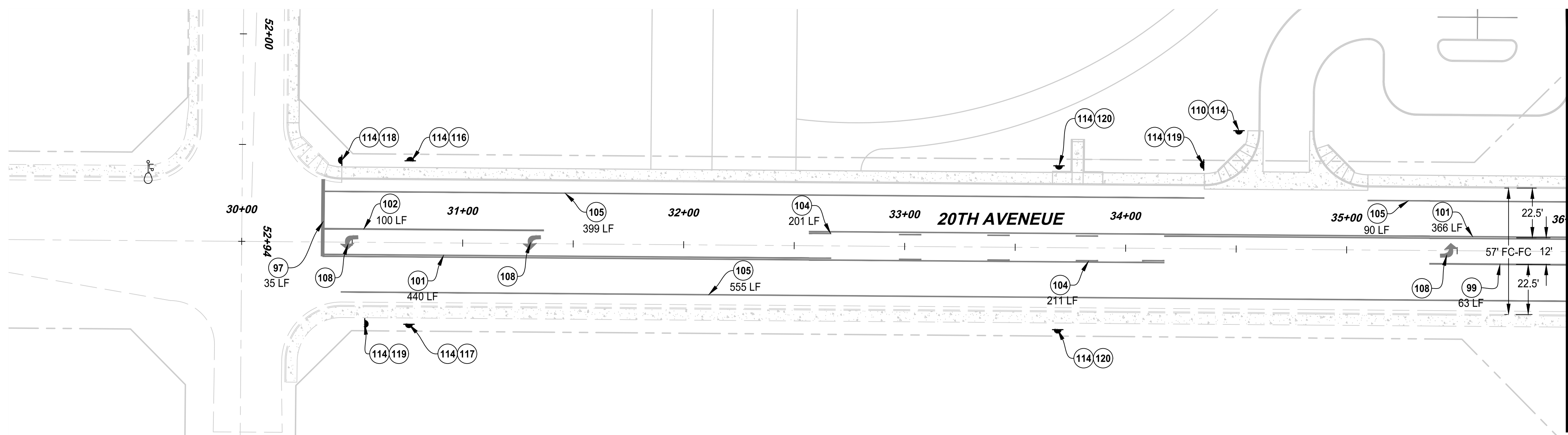
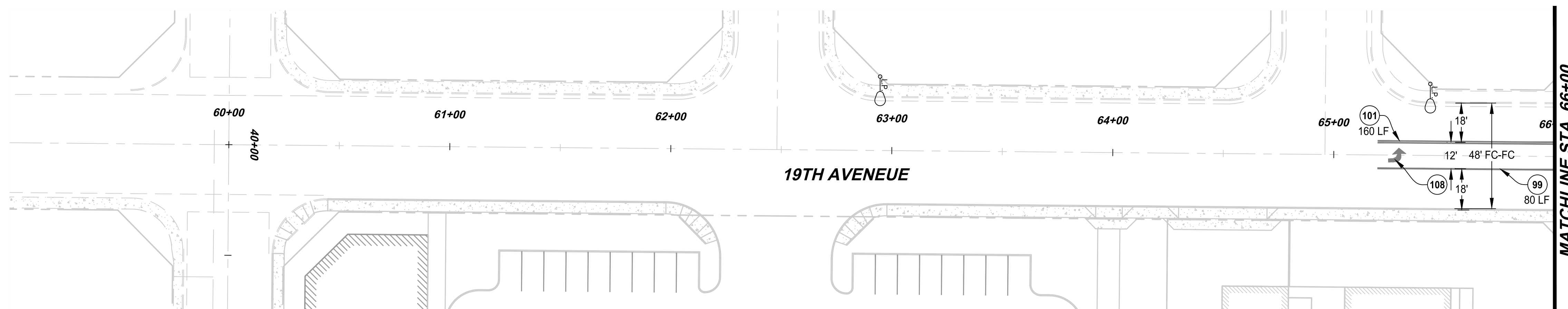
JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

CITY OF SAN LUIS
EAST SAN LUIS COMMUNITY PARK
COUNTY 24TH STREET IMPROVEMENTS

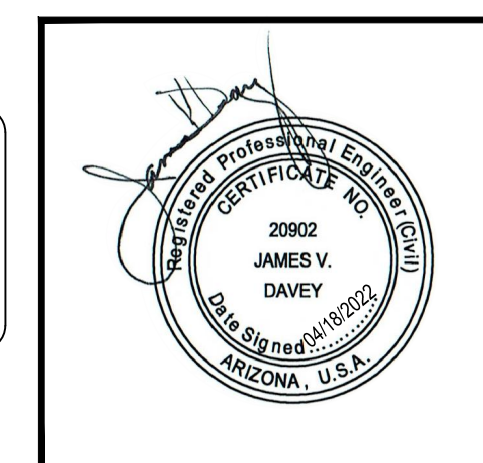
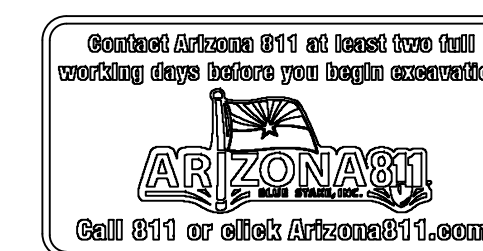
PAVEMENT MARKING, SIGNING, AND LIGHTING PLAN



SCALE: 1" = 30'



CONSTRUCTION NOTES		
NO.	DESCRIPTION	QTY
97	PAVEMENT MARKING, 18" SOLID WHITE THERMOPLASTIC STOP BAR (18SW)	LF 35
99	PAVEMENT MARKING, 8" SOLID WHITE THERMOPLASTIC (8SW)	LF 143
101	PAVEMENT MARKING, 6" SOLID DOUBLE YELLOW THERMOPLASTIC (6SDY)	LF 966
104	PAVEMENT MARKING, 6" COMBINATION YELLOW THERMOPLASTIC (6CY)	LF 412
105	PAVEMENT MARKING, 6" SOLID WHITE THERMOPLASTIC (6SW)	LF 1044
108	PAVEMENT MARKING, LEFT ARROW - WHITE THERMOPLASTIC	EA 4
110	STOP SIGN (MUTCD R1-1)	EA 1
114	SIGN POST U-CHANNEL (CITY OF YUMA STD 8-010, 8-020)	EA 8
116	NO PARKING ANY TIME, RIGHT ARROW SIGN, (MUTCD R7-1R, 12"X18")	EA 1
117	NO PARKING ANY TIME, LEFT ARROW SIGN, (MUTCD R7-1L, 12"X18")	EA 1
118	BIKE LANE ENDS SIGN, (MUTCD R3-17, 24"X36", R3-17BP, 24"X18")	EA 1
119	BIKE LANE SIGN, (MUTCD R3-17, 30"X24")	EA 2
120	BIKE LANE - NO PARKING SIGN, (MUTCD R7-9A, 12"X18")	EA 2



PREPARED FOR:
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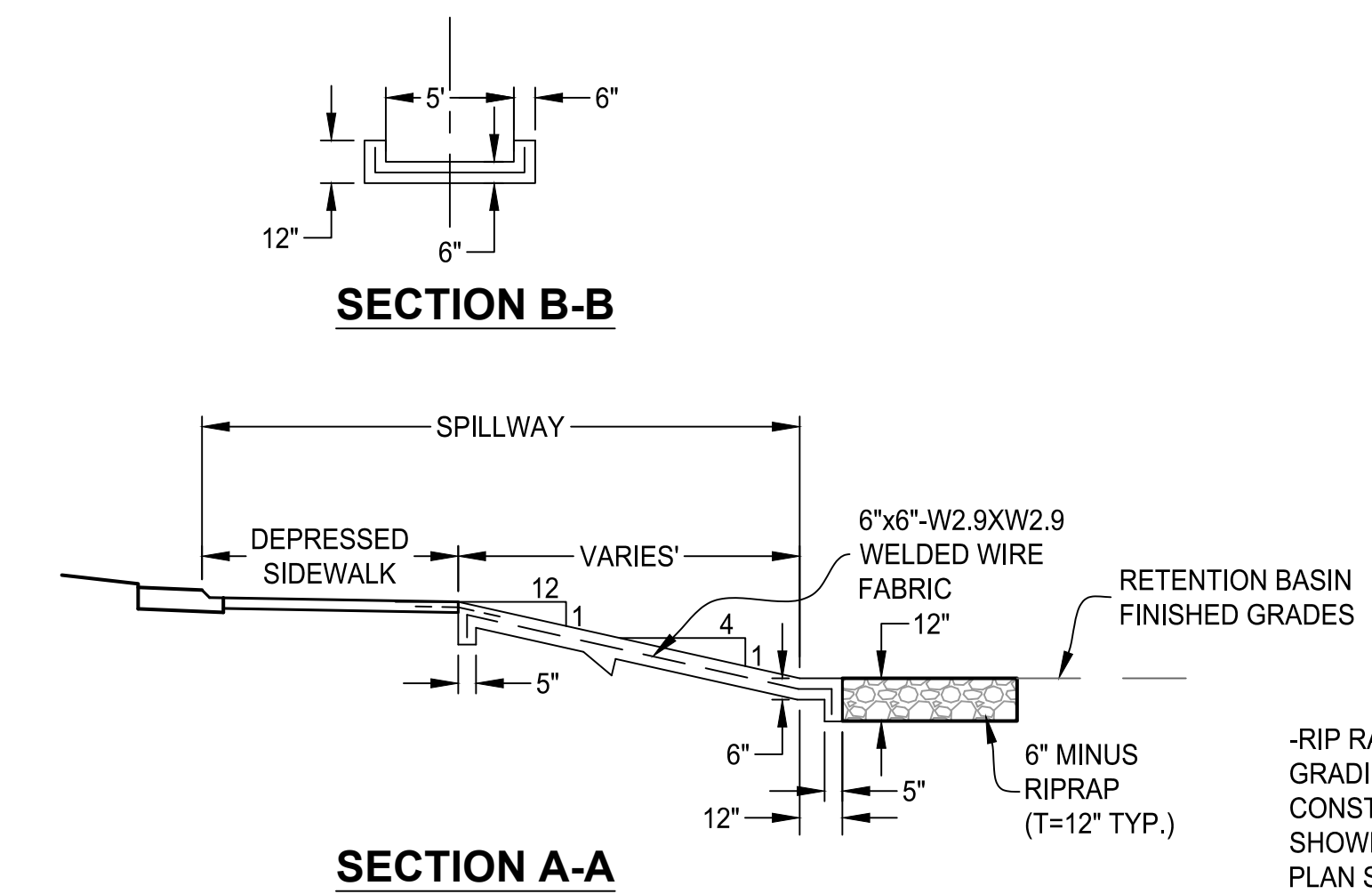
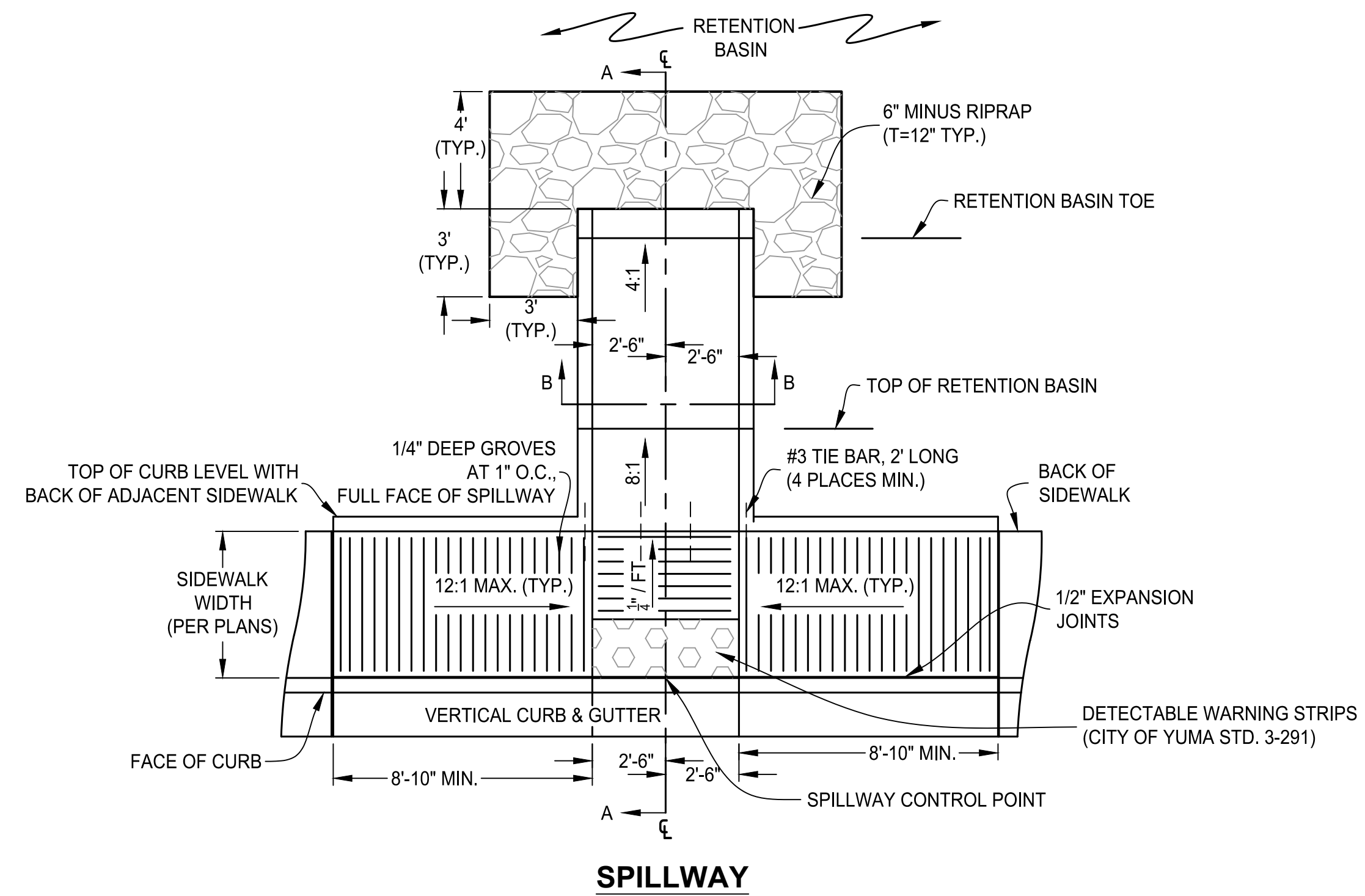
DESIGNED BY: T.S.
DRAWN BY: R.C.
APPROVED BY: J.D.
SHEET PM-2
APRIL 18, 2022

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

CITY OF SAN LUIS
EAST SAN LUIS COMMUNITY PARK
COUNTY 24TH STREET IMPROVEMENTS

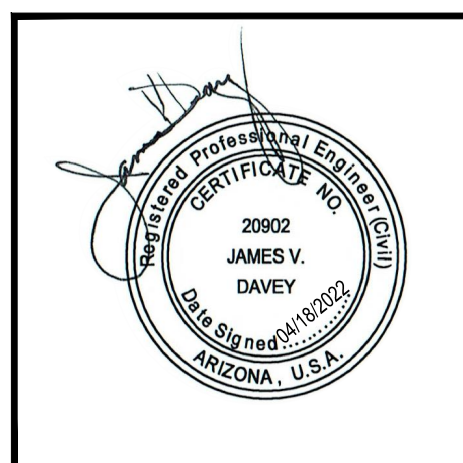
PAVEMENT MARKING, SIGNING, AND LIGHTING PLAN

CSL-29



1 DEPRESSED SIDEWALK AND SPILLWAY
SCALE: NTS

-RIP RAP TO BE PLACED PER FINAL GRADING OF THE PARKING LOT CONSTRUCTION PROJECT. RIP RAP SHOWN FOR REFERENCE ONLY ON THIS PLAN SHEETS.



PREPARED FOR:
CITY OF SAN LUIS
PARKS AND RECREATION
SAN LUIS, AZ 85349
(928) 341-8535

DESIGNED BY: T.S.
DRAWN BY: R.C.
APPROVED BY: J.D.
SHEET D-1
APRIL 18, 2022

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

CITY OF SAN LUIS
EAST SAN LUIS COMMUNITY PARK
COUNTY 24TH STREET IMPROVEMENTS

DETAILS

BID EVALUATION SUMMARY AND AWARD RECOMMENDATION

1. Project: **CITY OF SAN LUIS
EAST SAN LUIS COMMUNITY PARK COUNTY 24TH STREET IMPROVEMENTS**

2. Bid submission date: Monday, May 23, 2022

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	Gutierrez Canales Engineering, PC	\$527,777.37	Yes	\$527,777.37	1	Lowest.
2	DPE Construction, Inc.	\$613,200.00	Yes	\$613,200.00	2	Second.

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 Bid Documents, we recommend accepting the bid of the lowest evaluated bidder [Gutierrez Canales Engineering, PC], which has been determined as qualified and capable of performing the contract, in accordance with the Bid Documents.

Bids Evaluated

Tomas S. [Signature] P.E., _____
James D. [Signature] & Associates, Inc.

CITY OF SAN LUIS
EAST SAN LUIS COMMUNITY PARK COUNTY 24TH STREET IMPROVEMENTS

BID TABULATION

Bid No.	Description	Estimated Quantities	Unit	Bidder No. 1		Bidder No. 2	
				Unit Cost	Total Cost	Unit Cost	Total Cost
1	Remove Existing Asphalt (Any thickness)	437	SY	\$ 25.07	\$ 10,955.59	\$ 9.00	\$ 3,933.00
2	Remove and Relocate Existing Street Sign	1	EA	\$ 206.00	\$ 206.00	\$ 220.00	\$ 220.00
3	Remove and Salvage Existing Road Barricade	1	LS	\$ 620.00	\$ 620.00	\$ 700.00	\$ 700.00
4	Asphalt Paving (4" AC/12" ABC) - Pavement Structural Section No. 1	2920	SY	\$ 76.22	\$ 222,562.40	\$ 61.50	\$ 179,580.00
5	Asphalt Paving (3" AC/10" ABC) - Pavement Structural Section No. 3	500	SY	\$ 70.72	\$ 35,360.00	\$ 58.00	\$ 29,000.00
6	Asphalt Paving (2.5" AC/6" ABC) - Pavement Structural Section No. 2	167	SY	\$ 87.03	\$ 14,534.01	\$ 203.00	\$ 33,901.00
7	Vertical Curb and Gutter / 4" ABC (City of Yuma Std 3-060)	1079	LF	\$ 17.40	\$ 18,774.60	\$ 24.00	\$ 25,896.00
8	Cross Gutter and Apron (City of Yuma Std 3-085, 3-090)	2313	SF	\$ 9.84	\$ 22,759.92	\$ 9.00	\$ 20,817.00
9	Driveway Entrance with Curb Return (City of Yuma Std. 3-120)	1688	SF	\$ 7.47	\$ 12,609.36	\$ 13.00	\$ 21,944.00
10	Sidewalk (City of Yuma Std. 3-135)	5313	SF	\$ 5.84	\$ 31,027.92	\$ 7.00	\$ 37,191.00
11	Sidewalk Ramp (City of Yuma Std 3-145)	1340	SF	\$ 8.32	\$ 11,148.80	\$ 9.25	\$ 12,395.00
12	Driveway (City of Yuma Std. 3-105)	225	SF	\$ 8.13	\$ 1,829.25	\$ 60.00	\$ 13,500.00
13	Depressed Sidewalk and Spillway (Detail 1, Sheet D-1)	671	SF	\$ 13.51	\$ 9,065.21	\$ 17.00	\$ 11,407.00
14	Street Drainage Retention Basin Excavation and Grading (3 Small Retention Basins)	1	LS	\$ 5,940.00	\$ 5,940.00	\$ 12,000.00	\$ 12,000.00
15	6"x12" Tapping Sleeve and Gate Valve With Thrust Block (City of Yuma Std. 5-020, 5-025, 5-065)	1	EA	\$ 7,880.00	\$ 7,880.00	\$ 3,250.00	\$ 3,250.00
16	6" Dia. PVC C-900 Watermain	73	LF	\$ 86.42	\$ 6,308.66	\$ 118.00	\$ 8,614.00
17	Install City Furnished 4' Dia. Polymer Sanitary Sewer Manhole, With Drop Type "B" Sewer Connections (City of Yuma Std. 6-025, 6-060)	1	EA	\$ 3,913.00	\$ 3,913.00	\$ 58,500.00	\$ 58,500.00
18	6" Sewermain SDR-35	10	LF	\$ 294.20	\$ 2,942.00	\$ 500.00	\$ 5,000.00
19	8" Sewermain SDR-35	47	LF	\$ 83.45	\$ 3,922.15	\$ 435.00	\$ 20,445.00
20	Street Light Junction/Pull Box (Box Supplied by APS)	5	EA	\$ 1,644.00	\$ 8,220.00	\$ 300.00	\$ 1,500.00
21	Street Light 2.5" Electrical Conduit	1000	LF	\$ 16.44	\$ 16,440.00	\$ 25.00	\$ 25,000.00
22	4" conduit	100	LF	\$ 34.25	\$ 3,425.00	\$ 35.00	\$ 3,500.00
23	Pavement Marking, 16" Solid White Thermoplastic Stop Bar (18SW)	99	LF	\$ 9.59	\$ 949.41	\$ 10.00	\$ 990.00
24	Pavement Marking, 8" Solid White Thermoplastic (8SW)	443	LF	\$ 4.12	\$ 1,825.16	\$ 5.00	\$ 2,215.00
25	Pavement Marking, 6" Solid Double Yellow Thermoplastic (6SDY)	2282	LF	\$ 5.48	\$ 12,505.36	\$ 6.00	\$ 13,692.00
26	Pavement Marking, 6" Combination Yellow Thermoplastic (6CY)	1764	LF	\$ 4.11	\$ 7,250.04	\$ 2.25	\$ 3,969.00
27	Pavement Marking, 6" Solid White Thermoplastic (6SW)	1073	LF	\$ 2.74	\$ 2,940.02	\$ 3.00	\$ 3,219.00
28	Pavement Marking, 6" Broken White Thermoplastic (6BW)	620	LF	\$ 4.11	\$ 2,548.20	\$ 4.50	\$ 2,790.00
29	Pavement Marking, Left Arrow - White Thermoplastic	10	EA	\$ 205.50	\$ 2,055.00	\$ 220.00	\$ 2,200.00
30	Stop Sign (MUTCD R1-1)	2	EA	\$ 116.50	\$ 233.00	\$ 120.00	\$ 240.00
31	No Parking Any Time Sign (MUTCD R7-1, 12"x18")	2	EA	\$ 61.50	\$ 123.00	\$ 65.00	\$ 130.00
32	Sign Post U-Channel (City of Yuma Std 8-010, 8-020)	17	EA	\$ 246.59	\$ 4,192.03	\$ 250.00	\$ 4,250.00
33	No Parking Any Time, Right Arrow Sign, (MUTCD R7-1R, 12"x18")	3	EA	\$ 61.67	\$ 185.01	\$ 65.00	\$ 195.00
34	No Parking Any Time, Left Arrow Sign, (MUTCD R7-1L, 12"x18")	3	EA	\$ 61.67	\$ 185.01	\$ 65.00	\$ 195.00
35	Bike Lane Ends Sign, (MUTCD R3-17, 24"x36", R3-17bP, 24"x18")	2	EA	\$ 137.00	\$ 274.00	\$ 150.00	\$ 300.00
36	Bike Lane Sign, (MUTCD R3-17, 30"x24")	3	EA	\$ 137.00	\$ 411.00	\$ 150.00	\$ 450.00
37	Bike Lane - No Parking Sign, (MUTCD R7-9a, 12"x18")	2	EA	\$ 68.50	\$ 137.00	\$ 75.00	\$ 150.00
38	Survey Monument (City of Yuma Std 4-030)	1	EA	\$ 222.00	\$ 222.00	\$ 1,850.00	\$ 1,850.00
39	Construction Staking	1	LS	\$ 12,330.00	\$ 12,330.00	\$ 13,872.00	\$ 13,872.00
40	Traffic Control	1	LS	\$ 3,836.00	\$ 3,836.00	\$ 5,000.00	\$ 5,000.00
TOTAL =				\$502,645.11	\$584,000.00		
5% CONTINGENCY SUBTOTAL =				\$25,132.26	\$29,200.00		
TOTAL ESTIMATED PROJECT COST =				\$527,777.37	\$613,200.00		

Comments:
Bids received by Bidders 1 and 2 did not presented arithmetic errors. Gutierrez Canales Engineering, PC is the lowest responsive bidder (Bid amount \$527,777.37).

EXAMINATION OF BIDS

Project: **CITY OF SAN LUIS**
EAST SAN LUIS COMMUNITY PARK COUNTY 24TH STREET IMPROVEMENTS

Bidder: Guitierrez Canales Engineering, PC
1851 W 24th Street, Suite 201
Yuma, Arizona, 85364

No.: 1

Responsive Bid: Yes

BIDDING DOCUMENT	REQUIREMENT	REMARKS
PK-1 thru 4: Bid Schedule/Proposal Form	Filled out, signed, and submitted.	No comment.
PK-5: Bid Surety Bond equal to 10% of bid amount.	(Bid Bond form to be obtained by proposed Contractor, executed, and included with submission. A so-called "statutory" or "redline" bid bond form will suffice.)	No comment.
PK-6: Non-collusion affidavit	Filled out, signed, and submitted.	No comment.
PK-7: List of Possible Subcontractors	Filled out and put into separate sealed envelope and included in proposal.	No comment.

Copy

Proposa

City of San Luis

East San Luis Community Park County 24th Street Improvements

PROPOSAL

TO: City of San Luis, Arizona
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

BIDDER FIRM: Gutierrez Canales Engineering, PC

Project Name: City of San
East San Luis Community Park County 24th Street Improvements

In compliance with the ADVERTISEMENT FOR BIDS:

Having examined the CONTRACT DOCUMENTS, site of work, and being familiar with the conditions to be met, hereby submits the following PROPOSAL for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the CONTRACT DOCUMENTS and furnish the required CONTRACT AND LABOR AND MATERIAL SURETY BONDS and CERTIFICATES OF INSURANCE for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this PROJECT shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis, the City of Yuma Construction Standard Detail Drawings – 2009 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the PLANS and SPECIAL PROVISIONS;

Understands that this PROPOSAL for construction of this PROJECT shall be submitted with a proposal guarantee of cash, certified check, cashier's check or BID SURETY BOND for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of NOTICE OF AWARD, from the City of San Luis, Arizona, Bidder will execute the CONTRACT DOCUMENTS within 7 (seven) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within **45 calendar days** from the date of Notice to Proceed.

Hereby acknowledges receipt of and agrees Bidder's PROPOSAL is based on the following Addenda listed by number and date issued):

Number	Date	Number	Date
Addendum #1	5/19/22		

(List any additional addenda on the back of this sheet)

And, hereby submits the following BID SCHEDULE of units and quantities as a part of this PROPOSAL:

BID SCHEDULE

Project Name: City of San Luis
East San Luis Community Park County 24th Street Improvements

For: City of San Luis, Arizona

Firm Name: Gutierrez Canales Engineering, PC

Bid No.	Description	Estimated Quantities	Unit	Unit Cost	Total Cost
1	Remove Existing Asphalt (Any thickness)	437	SY	\$ 25.07	\$ 10,955.59
2	Remove and Relocate Existing Street Sign	1	EA	\$ 206.00	\$ 206.00
3	Remove and Salvage Existing Road Barricade	1	LS	\$ 620.00	\$ 620.00
4	Asphalt Paving (4" AC/12" ABC) - Pavement Structural Section No. 1	2920	SY	\$ 76.22	\$ 222,562.40
5	Asphalt Paving (3" AC/10" ABC) - Pavement Structural Section No. 3	500	SY	\$70.72	\$ 35,360.00
6	Asphalt Paving (2.5" AC/6" ABC) - Pavement Structural Section No. 2	167	SY	\$87.03	\$ 14,534.01
7	Vertical Curb and Gutter / 4" ABC (City of Yuma Std 3-060)	1079	LF	\$17.40	\$ 18,774.60
8	Cross Gutter and Apron (City of Yuma Std 3-085, 3-090)	2313	SF	\$ 9.84	\$ 22,759.92
9	Driveway Entrance with Curb Return (City of Yuma Std. 3-120)	1688	SF	\$ 7.47	\$ 12,609.36
10	Sidewalk (City of Yuma Std. 3-135)	5313	SF	\$ 5.84	\$ 31,027.92
11	Sidewalk Ramp (City of Yuma Std 3-145)	1340	SF	\$ 8.32	\$ 11,148.80
12	Driveway (City of Yuma Std. 3-105)	225	SF	\$8.13	\$ 1,829.25
13	Depressed Sidewalk and Spillway (Detail 1, Sheet D-1)	671	SF	\$13.51	\$ 9,065.21
14	Street Drainage Retention Basin Excavation and Grading (3 Small Retention Basins)	1	LS	\$ 5,940.00	\$ 5,940.00
15	6"x12" Tapping Sleeve and Gate Valve With Thrust Block (City of Yuma Std. 5-020, 5-025, 5-065)	1	EA	\$7,880.00	\$ 7,880.00
16	6" Dia. PVC C-900 Watermain	73	LF	\$ 86.42	\$ 6,308.66
17	Install City Furnished 4' Dia. Polymer Sanitary Sewer Manhole, With Drop Type "B" Sewer Connections (City of Yuma Std. 6-025, 6-060)	1	EA	\$ 3,913.00	\$ 3,913.00
18	6" Sewermain SDR-35	10	LF	\$ 294.20	\$ 2,942.00
19	8" Sewermain SDR-35	47	LF	\$ 83.45	\$ 3,922.15

THIS PROPOSAL IS SUBMITTED BY Gutierrez Canales Engineering, PC
a corporation organized under the laws of the State of Arizona
or a partnership consisting of N/A
or individual trading as _____;
of the City of _____ (City, State) and is the holder of Arizona State
Contractor's license(s): Class A (type) Classification
License No. AZROC #323518

The Bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is \$ 75,000 and that the Bidder's actual volume of work has not exceeded the contemplated gross volume pursuant to Arizona Administrative Code, Title 4 Chapter 9 [Authority: ARS §32-1101 et seq.]

Respectfully Submitted,

Bidder Firm Gutierrez Canales Engineering, PC
Address 1851W. 24th Street, Suite 201
City, State, ZIP Yuma, AZ, 85364
By Marisol A. Kelland 5/23/22
[Signature] [Date]
Name Marisol A. Kelland
Title President / CEO

ATTEST:
[If Bidder is an Individual]

Witness: R.A. 5/23/22
[Signature] [Date]

Name and Title: Reynaldo Angulo / Estimator

BID SURETY BOND

Project Name: City of San Luis - East San Luis Community Park County 24th Street Improvements

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That we, Gutierrez Canales Engineering, PC, as Principal, (hereinafter called the Principal),

and the Western Surety Company, a corporation duly organized under the laws of the State of South Dakota and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto City of San Luis, Arizona [hereinafter called City] as Oblige, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the City for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes [ARS].

WHEREAS, the said Principal is herewith submitting its PROPOSAL for the City of San Luis - East San Luis Community Park County 24th Street Improvements.

NOW, THEREFORE, if the City shall accept the PROPOSAL of the Principal and the Principal shall enter into a CONTRACT with the City in accordance with the terms of the PROPOSAL and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the CONTRACT and for the prompt payment of labor and materials furnished in the prosecution of the CONTRACT, or in the event of the failure of the Principal to enter into the CONTRACT and give the Bonds and Certificates of Insurance, if the Principal pays to the City the difference not to exceed the penalty of the bond between the amount specified in the PROPOSAL and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by the PROPOSAL then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, ARS, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this 16th day of May, 2022.

Gutierrez Canales Engineering, PC

Principal Firm [Seal]

Paul Kelland
Principal Signature

Marisol A. Kelland
Name and Title President

Western Surety Company

Surety Firm

Surety Signature

Melanie Ankeney, Attorney-in-Fact
Name and Title

Constructors Bonding, Inc.

Agency of Record

7220 N. 16th Street, Building K
Phoenix, AZ 85020

Address

NOTE: Attach current power of attorney}

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David J McKee, Ted H Rarrick, Melanie Ankeney, Jennifer Castillo, Patrick R Hedges, Joseph A Clarken III, Individually

of Phoenix, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.



WESTERN SURETY COMPANY

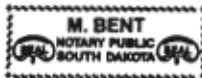
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of May, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis - East San Luis Community Park County 24th Street Improvements

To: City of San Luis, Arizona

That pursuant to Section 1128 of Title 23 USC, the undersigned in submitting a PROPOSAL for performing the following work by CONTRACT, being duly sworn, disposes and says that he has not, nor anyone associated with the business identified below, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this CONTRACT.

Marisol A. Kelland *Marisol A. Kelland*
Signature of Bidder
President / CEO

Title
Gutierrez Canales Engineering, PC

Business Name
1851W. 24th Street, Suite 201

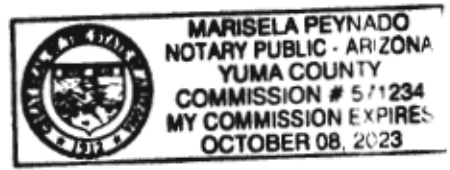
Address

Subscribed and sworn to before me this 23 day of May, 2022

Marisela Peinado
Notary Public

Notary Public in and for the County of Yuma, State Arizona

My Commission Expires 10-8, 2023



**BIDDER'S PARTICIPATION,
SUBCONTRACTOR AND SUPPLIER LIST**

Project Name: City of San Luis - East San Luis Community Park County 24th Street Improvements

For: City of San Luis, Arizona

This form shall be submitted along with the PROPOSAL in the same sealed envelope.

The BIDDER must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated.

BIDDER AND ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AT THE TIME OF THE BID OPENING.

	BIDDER, SUB CONTRACTOR AND/OR SUPPLIER	CURRENT AZ LICENSE [CONTRACTOR/SUB CONTRACTOR]
1.	<u>Vulcan Materials</u>	<u>Asphalt Vendor</u>
2.	<u>BLT Companies</u>	<u>Concrete Vendor</u>
3.	<u>Safeline, LLC</u>	<u>AZ ROC 207864</u>
4.	<u>Quail Construction LLC</u>	<u>AZROC 331707</u>
5.	<u>Somerton Electric</u>	<u>CR-11 #316206</u>

EXAMINATION OF BIDS

Project: **CITY OF SAN LUIS**
EAST SAN LUIS COMMUNITY PARK COUNTY 24TH STREET IMPROVEMENTS

Bidder: DPE Construction, Inc.
1636-A E. 20th Street
Yuma, Arizona, 85365

No.: 2

Responsive Bid: Yes

BIDDING DOCUMENT	REQUIREMENT	REMARKS
PK-1 thru 4: Bid Schedule/Proposal Form	Filled out, signed, and submitted.	No comment.
PK-5: Bid Surety Bond equal to 10% of bid amount.	(Bid Bond form to be obtained by proposed Contractor, executed, and included with submission. A so-called "statutory" or "redline" bid bond form will suffice.)	No comment.
PK-6: Non-collusion affidavit	Filled out, signed, and submitted.	No comment.
PK-7: List of Possible Subcontractors	Filled out and put into separate sealed envelope and included in proposal.	No comment.

Copy

Proposa

City of San Luis

East San Luis Community Park County 24th Street Improvements

PROPOSAL

TO: City of San Luis, Arizona
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

BIDDER FIRM: DPE Construction, Inc.

Project Name: City of San
East San Luis Community Park County 24th Street Improvements

In compliance with the ADVERTISEMENT FOR BIDS:

Having examined the CONTRACT DOCUMENTS, site of work, and being familiar with the conditions to be met, hereby submits the following PROPOSAL for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the CONTRACT DOCUMENTS and furnish the required CONTRACT AND LABOR AND MATERIAL SURETY BONDS and CERTIFICATES OF INSURANCE for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this PROJECT shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis, the City of Yuma Construction Standard Detail Drawings – 2009 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the PLANS and SPECIAL PROVISIONS;

Understands that this PROPOSAL for construction of this PROJECT shall be submitted with a proposal guarantee of cash, certified check, cashier's check or BID SURETY BOND for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of NOTICE OF AWARD, from the City of San Luis, Arizona, Bidder will execute the CONTRACT DOCUMENTS within 7 (seven) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within 45 calendar days from the date of Notice to Proceed.

Hereby acknowledges receipt of and agrees Bidder's PROPOSAL is based on the following Addenda listed by number and date issued):

Number	Date	Number	Date
<u>Addendum #1</u>	<u>05/19/2022</u>	_____	_____

(List any additional addenda on the back of this sheet)

And, hereby submits the following BID SCHEDULE of units and quantities as a part of this PROPOSAL:

BID SCHEDULE

Project Name: City of San Luis
 East San Luis Community Park County 24th Street Improvements

For: City of San Luis, Arizona

Firm Name: DPE Construction, Inc.

<i>Bid No.</i>	<i>Description</i>	<i>Estimated Quantities</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1	Remove Existing Asphalt (Any thickness)	437	SY	\$9.00	\$3,933.00
2	Remove and Relocate Existing Street Sign	1	EA	\$220.00	\$220.00
3	Remove and Salvage Existing Road Barricade	1	LS	\$700.00	\$700.00
4	Asphalt Paving (4" AC/12" ABC) - Pavement Structural Section No. 1	2920	SY	\$61.50	\$179,580.00
5	Asphalt Paving (3" AC/10" ABC) - Pavement Structural Section No. 3	500	SY	\$58.00	\$29,000.00
6	Asphalt Paving (2.5" AC/6" ABC) - Pavement Structural Section No. 2	167	SY	\$203.00	\$33,901.00
7	Vertical Curb and Gutter / 4" ABC (City of Yuma Std 3-060)	1079	LF	\$24.00	\$25,896.00
8	Cross Gutter and Apron (City of Yuma Std 3-085, 3-090)	2313	SF	\$9.00	\$20,817.00
9	Driveway Entrance with Curb Return (City of Yuma Std. 3-120)	1688	SF	\$13.00	\$21,944.00
10	Sidewalk (City of Yuma Std. 3-135)	5313	SF	\$7.00	\$37,191.00
11	Sidewalk Ramp (City of Yuma Std 3-145)	1340	SF	\$9.25	\$12,395.00
12	Driveway (City of Yuma Std. 3-105)	225	SF	\$60.00	\$13,500.00
13	Depressed Sidewalk and Spillway (Detail 1, Sheet D-1)	671	SF	\$17.00	\$11,407.00
14	Street Drainage Retention Basin Excavation and Grading (3 Small Retention Basins)	1	LS	\$12,000.00	\$12,000.00
15	6"x12" Tapping Sleeve and Gate Valve With Thrust Block (City of Yuma Std. 5-020, 5-025, 5-065)	1	EA	\$3,250.00	\$3,250.00
16	6" Dia. PVC C-900 Watermain	73	LF	\$118.00	\$8,614.00
17	Install City Furnished 4' Dia. Polymer Sanitary Sewer Manhole, With Drop Type "B" Sewer Connections (City of Yuma Std. 6-025, 6-060)	1	EA	\$58,500.00	\$58,500.00
18	6" Sewermain SDR-35	10	LF	\$500.00	\$5,000.00
19	8" Sewermain SDR-35	47	LF	\$435.00	\$20,445.00

20	Street Light Junction/Pull Box (Box Supplied by APS)	5	EA	\$ 300.00	\$1,500.00
21	Street Light 2.5" Dia. Electrical Conduit With Pull Tape	1000	LF	\$25.00	\$25,000.00
22	Emergency Beacon 4" Dia. Conduit With Pull Tape	100	LF	\$35.00	\$3,500.00
23	Pavement Marking, 18" Solid White Thermoplastic Stop Bar (18SW)	99	LF	\$ 10.00	\$ 990.00
24	Pavement Marking, 8" Solid White Thermoplastic (8SW)	443	LF	\$ 5.00	\$ 2,215.00
25	Pavement Marking, 6" Solid Double Yellow Thermoplastic (6SDY)	2282	LF	\$ 6.00	\$ 13,692.00
26	Pavement Marking, 6" Combination Yellow Thermoplastic (6CY)	1764	LF	\$ 2.25	\$ 3,969.00
27	Pavement Marking, 6" Solid White Thermoplastic (6SW)	1073	LF	\$ 3.00	\$ 3,219.00
28	Pavement Marking, 6" Broken White Thermoplastic (6BW)	620	LF	\$ 4.50	\$ 2,790.00
29	Pavement Marking, Left Arrow - White Thermoplastic	10	EA	\$220.00	\$2,200.00
30	Stop Sign (MUTCD R1-1)	2	EA	\$ 120.00	\$ 240.00
31	No Parking Any Time Sign (MUTCD R7-1, 12"x18")	2	EA	\$65.00	\$ 130.00
32	Sign Post U-Channel (City of Yuma Std 8-010, 8-020)	17	EA	\$250.00	\$ 4,250.00
33	No Parking Any Time, Right Arrow Sign, (MUTCD R7- 1R, 12"x18")	3	EA	\$ 65.00	\$ 195.00
34	No Parking Any Time, Left Arrow Sign, (MUTCD R7-1L, 12"x18")	3	EA	\$ 65.00	\$ 195.00
35	Bike Lane Ends Sign, (MUTCD R3-17, 24"x36", R3-17bP, 24"x18")	2	EA	\$ 150.00	\$ 300.00
36	Bike Lane Sign, (MUTCD R3-17, 30"x24")	3	EA	\$150.00	\$ 450.00
37	Bike Lane - No Parking Sign, (MUTCD R7-9a, 12"x18")	2	EA	\$ 75.00	\$ 150.00
38	Survey Monument (City of Yuma Std 4-030)	1	EA	\$1850.00	\$1850.00
39	Construction Staking	1	EA	\$ 13,872.00	\$ 13,872.00
40	Traffic Control	1	EA	5,000.00	5,000.00

SUBTOTAL \$ 584,000.00

5% CONTINGENCY \$ 29,200.00

TOTAL PROJECT COST \$ 613,200.00

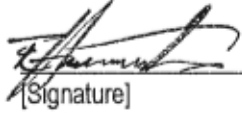
TOTAL BASE BID AMOUNT IN WORDS

Six Hundred- Thirteen Thousand, Two Hundred and Zero Cents.

THIS PROPOSAL IS SUBMITTED BY DPE Construction, Inc.
a corporation organized under the laws of the State of Arizona
or a partnership consisting of _____
or individual trading as _____
of the City of Yuma, AZ (City, State) and is the holder of Arizona State
Contractor's license(s): General Engineering (type) Classification
A License No. 080704(A)

The Bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is \$ 10,000.00 and that the Bidder's actual volume of work has not exceeded the contemplated gross volume pursuant to Arizona Administrative Code, Title 4 Chapter 9 [Authority: ARS §32-1101 et seq.]

Respectfully Submitted,

Bidder Firm DPE Construction, Inc.
Address 1636 E 20th Street
City, State, ZIP Yuma, AZ 85365
By  05/23/2022
[Signature] [Date]
Name Esteban Hernandez
Title Estimator

ATTEST:
[If Bidder is an Individual]

Witness: _____
[Signature] [Date]

Name and Title: _____

BID SURETY BOND

Project Name: City of San Luis - East San Luis Community Park County 24th Street Improvements

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That we, DPE Construction, Inc., as Principal, (hereinafter called the Principal),

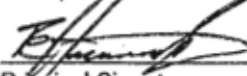
and the Western Surety Company, a corporation duly organized under the laws of the State of South Dakota and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto City of San Luis, Arizona [hereinafter called City] as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the City for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes [ARS].

WHEREAS, the said Principal is herewith submitting its PROPOSAL for the City of San Luis - East San Luis Community Park County 24th Street Improvements.

NOW, THEREFORE, if the City shall accept the PROPOSAL of the Principal and the Principal shall enter into a CONTRACT with the City in accordance with the terms of the PROPOSAL and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the CONTRACT and for the prompt payment of labor and materials furnished in the prosecution of the CONTRACT, or in the event of the failure of the Principal to enter into the CONTRACT and give the Bonds and Certificates of Insurance, if the Principal pays to the City the difference not to exceed the penalty of the bond between the amount specified in the PROPOSAL and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the PROPOSAL then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, ARS, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.


Signed and sealed this 19th day of May, 2022.

DPE Construction, Inc.
Principal Firm [Seal]


Principal Signature

Esteban Hernandez
Name and Title Estimador

Western Surety Company
Surety Firm [Seal]


Surety Signature

Crysta J. Powell, Attorney-in-fact
Name and Title

Constructors Bonding, Inc. of Nevada
Agency of Record
P. O. Box 36797
Las Vegas, NV 89133-6797
Address

NOTE: Attach current power of attorney}

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Crysta J Powell, Gregory P Griffith, Stephanie L Bucholz, Debra K Williams, Individually

of Las Vegas, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of June, 2021.



WESTERN SURETY COMPANY

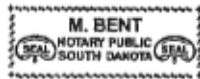
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of May, 2022.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis - East San Luis Community Park County 24th Street Improvements

To: City of San Luis, Arizona

That pursuant to Section 1128 of Title 23 USC, the undersigned in submitting a PROPOSAL for performing the following work by CONTRACT, being duly sworn, disposes and says that he has not, nor anyone associated with the business identified below, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this CONTRACT.



Signature of Bidder

Estimator

Title

DPE Construction, Inc.

Business Name

1636 E 20th Street, Yuma, AZ 85365

Address

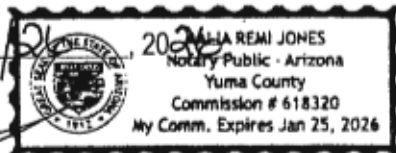
Subscribed and sworn to before me this 23rd day of May, 2022.



Notary Public

Notary Public in and for the County of Yuma, State Arizona.

My Commission Expires 1/25



**BIDDER'S PARTICIPATION,
SUBCONTRACTOR AND SUPPLIER LIST**

Project Name: City of San Luis - East San Luis Community Park County 24th Street Improvements

For: City of San Luis, Arizona

This form shall be submitted along with the PROPOSAL in the same sealed envelope.

The BIDDER must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated.

BIDDER AND ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AT THE TIME OF THE BID OPENING.

BIDDER, SUB CONTRACTOR AND/OR SUPPLIER	CURRENT AZ LICENSE [CONTRACTOR/SUB CONTRACTOR]
1. Safeline LLC	_____
2. Dahl Robin & Assoc.	_____
3. NEI	_____
4. Quail Corp	_____
5. _____	_____

AGREEMENT

For the Construction of

City of San Luis East San Luis Community Park County 24th Street Improvements Project

This agreement ("AGREEMENT") is made and entered into this ____ day of May 2022, by and between:

Gutierrez Canales Engineering, PC 1851 W 24th Street, Suite 201 Yuma, Arizona 85364 a for-profit corporation organized under the laws of Arizona. ("CONTRACTOR")	City of San Luis 1090 East Union Street (Physical Address) P.O. Box 3750 (Mailing Address) San Luis, Arizona 85349 a municipal corporation organized under the laws of Arizona ("OWNER")
--	---

The CONTRACTOR and OWNER may be referred to individually as the Party and collectively as the Parties.

The CONTRACTOR, for and in consideration of the sum of \$527,777.37, 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 – East Community Park County 24th Street Improvements Project** ("PROJECT"), per the CONTRACTOR's proposal of May 23, 2022, ("PROPOSAL"). CONTRACTOR shall completely and totally construct the same and install the materials therein for the OWNER, in a good and workmanlike manner 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. Work to be performed by the CONTRACTOR consists of completing the installation of vertical curb and gutter, concrete flatwork including cross gutters, driveways, sidewalks,

sidewalk ramps, and spillways, and pavement. The project also includes water and sewer main service stub outs, miscellaneous pavement marking and signing, and other work incidental to the project.

ARTICLE II – CONTRACT DOCUMENTS: The plans, specifications, General Conditions, Special Provisions, Addenda, if any, PROPOSAL, the City of San Luis Public Works Standards, the City of San Luis Supplemental to the M.A.G. Uniform Standard Specifications and Details for Public Works Construction and City of Yuma Construction Standard Detail Drawings, Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications and Details for Public Works Construction, City of Yuma Construction Standard Detail Drawings — Edition 2009, performance bond, payment bond, Certificates of Insurance, and Change Orders, if any, are by this reference incorporated and made a part of this AGREEMENT to the same extent as if set forth herein in full.

ARTICLE III – LEGAL ARIZONA WORKERS ACT COMPLIANCE: To the extent applicable under A.R.S. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The CONTRACTOR or subcontractors' breach of the warranty mentioned above shall be deemed a material breach of the AGREEMENT. It may result in the termination of the AGREEMENT by the 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 warranty mentioned above. The CONTRACTOR and its subcontractors warrant keeping the papers and records open for OWNER's inspection during normal business hours and cooperating with OWNER's inspections.

ARTICLE IV – 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 V – 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, 45 calendar days from the date of Notice to Proceed.

ARTICLE VI – 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 per 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 quoted 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.

The CONTRACTOR agrees that this AGREEMENT is for the stated work and understands that payment for the total work will be made based on the indicated amount[s], as quoted 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'S documents, the sum of Dollars \$527,777.37.

ARTICLE VII — INDEMNIFICATION: The CONTRACTOR agrees to indemnify, hold harmless, and defend the OWNER and any jurisdiction or agency issuing permits for any work included in the PROJECT, their elected officials, officers, employees, 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 Workers' Compensation laws or any other law, bylaw, ordinance, or order or decree. All representations and warranties of CONTRACTOR'S indemnity, hold harmless, and defense obligations shall survive the expiration or earlier termination of this AGREEMENT.

CONTRACTOR shall at its expense, for the performance contracted hereunder: (1) insure the instruments and equipment belonging to CONTRACTOR against loss or damage; (2) carry public liability insurance providing for a minimum of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and/or accident, \$2,000,000.00 aggregate, and \$1,000,000.00 for property damage; and (3) procure a policy for accident or damages on or to the premises of the Project, under the control or use of CONTRACTOR, in the amounts set forth in item (2) above.

CONTRACTOR shall, at the expense of CONTRACTOR, carry the types and amounts of insurance that OWNER may request to insure OWNER against loss or damage by reason of accident, fire, damage, or other casualty during any performance.

CONTRACTOR shall procure, pay for, and deliver to OWNER the policies of insurance covering the risks described in the preceding paragraphs. All insurance companies issuing such policies shall have what is commonly known as an "A" rating with A.M. Best Company and shall insure OWNER. Certificates of insurance shall be delivered to OWNER before the effective date of this AGREEMENT, and new policies shall be delivered fourteen (14) days before the old policies expire. If CONTRACTOR fails to deliver the policies in the manner stated to OWNER, OWNER may obtain the required policies and charge their costs to CONTRACTOR, and OWNER may deduct these costs from any sums due and owing CONTRACTOR. If the policy or policies of insurance is/are a "claims made" policy, it/they shall be maintained for two (2) years following termination of this AGREEMENT.

All such insurance policies shall be first payable in case of loss by means of a standard noncontributory clause, shall be written by such companies, on such terms, in such form and for such periods and amounts as the OWNER shall from time to time designate or approve, shall be primary and without right of contribution from other insurance which may be available, shall waive any right of setoff, counterclaim, subrogation, or any deduction in respect of any liability of CONTRACTOR or OWNER, shall provide that with respect to the OWNER, the insurance shall not be invalidated by any action or inaction by CONTRACTOR, including but not limited to any representations made by CONTRACTOR in the procurement of such insurance, and shall provide that they shall not be cancelled or amended without at least [30] days' prior written notice to the OWNER. CONTRACTOR grants the OWNER full power and authority as attorney irrevocable of CONTRACTOR to cancel or transfer such insurance, to collect and endorse any checks issued in the name of CONTRACTOR and to retain any premium and to apply the same to the obligations promised by this AGREEMENT.

ARTICLE VIII – RELATIONSHIP OF PARTIES: CONTRACTOR's employees, agents, and subcontractors shall not be considered employees or agents of OWNER for any purpose and will not be entitled to any of the benefits OWNER provides for its employees. The CONTRACTOR's rights as an independent contractor include but are not limited to control of the work, manner, and methods of the work, and the right to contract with other employers. The OWNER's rights include but are not limited to inspection and approval of work.

ARTICLE IX – MISCELLANEOUS PROVISIONS:

A. Notice. The notice required in this AGREEMENT shall be in writing and delivered personally to the other Party, or sent by any commercially reasonable means of receipted delivery, addressed to that Party at the address in the first paragraph of this AGREEMENT or the address most recently provided in writing and delivered the same way as notice is required to be delivered in this paragraph.

B. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof. 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 any other provision of this AGREEMENT. No waiver and no modification shall be effective unless it is in writing signed by the Parties and then only to the extent expressly set forth in such writing.

C. Amendment of the Agreement. Neither Party shall change or add in whole or in part to this AGREEMENT except by written amendment executed by the Parties or by their successor in interest or assigns.

D. Severability. If any provision of this AGREEMENT is declared void or unenforceable by a court of competent jurisdiction or by operation of legislation, such provision shall be severed from this AGREEMENT. The remainder of this AGREEMENT will not be affected by that invalidity or unenforceability, and each

provision of this AGREEMENT will be valid and will be enforced to the extent permitted by the law.

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

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

G. Venue. Venue for any action commenced in connection with this AGREEMENT shall be proper only in a court of competent jurisdiction in Yuma County, Arizona. In such legal action, the Parties shall waive any right to object to such venue. Nothing in this paragraph shall be deemed to have authorized the bringing of any legal action in a court which does not have jurisdiction to adjudicate it.

H. Attorneys' Fees and Costs. If either Party finds it necessary to bring any action at law, arbitration, or other proceeding against the other Party to enforce any of the terms, covenants, or conditions in this AGREEMENT, the non-prevailing Party shall pay all reasonable costs, reasonable financial services fees, and reasonable attorney's fees. If the prevailing Party secures a judgment, all such costs and fees shall be included in the judgment, set by the court and not by jury.

I. Assignment nor Assumption. The rights of each party under this AGREEMENT are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

CONTRACTOR shall not assign the benefits of or delegate the obligations arising under this AGREEMENT to any person or entity without the OWNER's consent.

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

K. No Partnership. This AGREEMENT does not intend to, and nothing contained in this AGREEMENT shall create any agency, partnership, joint venture, or other similar arrangement between the Parties. No term or provision of this AGREEMENT is intended to, nor shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

L. No Personal Liability. No member, official or employee of the OWNER shall be personally liable to CONTRACTOR, or any successor or assignee, (a) in the event of any default or breach by the OWNER, (b) for any amount which may become due to the

CONTRACTOR or its successor or assign, or (c) pursuant to any obligation of the OWNER under the terms of this contract.

M. Time is of the essence. Time is of the essence in this AGREEMENT. CONTRACTOR agrees to use the utmost diligence and dispatch to speedily complete the PROJECT and have all the work specified in this AGREEMENT entirely completed within 45 days of the Notice to proceed.

N. 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.

O. Force Majeure. If CONTRACTOR or 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. *Force majeure* includes (but is not limited to) 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 emergency orders.

P. Headings. The descriptive headings of the paragraphs of this AGREEMENT are inserted for convenience only. They shall not control or affect the meaning or construction of the provisions of this AGREEMENT.

Q. Interpretation. This AGREEMENT shall be interpreted as though prepared by both Parties.

R. 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.

S. Entire Agreement. This AGREEMENT, including the incorporated documents referenced in Article II, constitutes the Parties' entire AGREEMENT. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are superseded and merged in this AGREEMENT.

T. 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.

This AGREEMENT shall inure to the benefit of and be binding on the respective Parties' heirs, legal representatives, assignees, and successors. The Parties have executed this AGREEMENT in Yuma County, Arizona, on the day and year set forth above, which is the day the last Party signed this AGREEMENT.

	<p>City of San Luis, Arizona</p> <hr/> <p>Lizandro Galaviz, Acting City Manager</p> <p>Date: _____</p>
<p>ATTEST:</p> <hr/> <p>Sonia Cornelio, City Clerk</p>	<p>APPROVED AS TO FORM:</p> <hr/> <p>Kay Marion Macuil, City Attorney</p>
<p>Witness</p> <hr/> <p>Print Name and Title</p>	<p>Gutierrez Canales Engineering, PC</p> <hr/> <p>Signature</p> <hr/> <p>Print Name</p> <hr/> <p>Title</p> <hr/> <p>Date: _____</p>



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. F.

Meeting Date: 05/25/2022

Department Head: Edgar Esparza, Billing & Collections Manager, Finance Department, Billing & Collections

Submitted By: Jorge Perez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2022-06. An Order of the Mayor and City Council of the City of San Luis, Arizona, implementing American Rescue Plan Act Funds for household assistance through a utility aid program and authorizing and directing the entering into an agreement with Western Arizona Council of Governments ("WACOG") to administer eligibility screening and other administrative services to reduce the negative economic impacts of the COVID-19 public health emergency. **(Edgar Esparza, Acting Billing & Collections Manager)**

SUMMARY:

The Billing and Collections Division has been working on establishing a low to moderate-income utility aid program for assistance to households to cope with the lingering negative economic impacts of the COVID-19 public health emergency. The utility aid program will implement a utility aid program created by the federal American Rescue Plan Act ("ARPA") and using the city's ARPA fund allocation and the \$50,000.00 designated by the city under Order No. 2022-01.

Staff looked into the options with local non-profits to administer the eligibility portion of the program and also the possibility of staff administering the entire program. After negotiations, Western Arizona Council of Governments ("WACOG") was agreeable to ten percent (10%) or \$5,000 to administer the eligibility portion of the program. WACOG is a well-recognized non-profit organization that is dedicated to serve low-income households in Yuma County, Mohave, and La Paz. WACOG currently manages similar programs for our neighboring cities of Somerton and Yuma.

Under the agreement, WACOG is asking to keep 10% (\$5,000.00) of the funding to cover administrative costs while the remaining 90% (\$45,000.00) of the funding will go directly to the residents of San Luis in the form of utility assistance. Also, WACOG is going to be responsible for managing and ensuring customer eligibility under ARPA regulations.

In order for customers to apply for the program, they will have to be referred by City Billing & Collections personnel to WACOG to determine customer's eligibility. Also, eligible residents are going to be able to obtain no more than two (2) vouchers for a total of \$250.00 assistance per a twelve-month period. Such vouchers are going to be emailed directly to the City Billing & Collections Division. Within fifteen (15) calendar days after the end of each month, WACOG is going to send a check for the amount equal to the aggregate value of the vouchers distributed in the program for the preceding month.

WACOG will also be responsible for providing accurate records of all monies received from the City and the disbursement of such money and any other data the ARPA regulations require. Such records are going to be available for inspection by the city upon reasonable notice during normal business hours. In addition to the aforementioned reports, WACOG will provide monthly reports with the amount of

applications received, applications approved, and the money distributed. Also, activity reports demonstrating the casework done for each applicant is going to be available.

The Billing and Collections Division is asking Mayor and City Council for the approval of this agreement.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE ORDER NO. 2022-06 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No Impact on City's Funds
CITY/STATE/FEDERAL FUNDS:	Federal ARPA Funds
TOTAL:	\$50,000.00
BUDGETED AMOUNT:	N/A See Fiscal Impact Statement
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):	
City Council Order No. 2022-01 designated \$50,000 of federal ARPA funds for Utility Aid.	

Attachments

Order No. 2022-06 & Contract
Chart



Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2022-06

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, IMPLEMENTING AMERICAN RESCUE PLAN ACT FUNDS FOR HOUSEHOLD ASSISTANCE THROUGH A UTILITY AID PROGRAM AND AUTHORIZING AND DIRECTING THE ENTERING INTO AN AGREEMENT WITH WACOG TO ADMINISTER ELIGIBILITY SCREENING AND OTHER ADMINISTRATIVE SERVICES TO REDUCE THE NEGATIVE ECONOMIC IMPACTS OF THE COVID-19 PUBLIC HEALTH EMERGENCY.

BE IT SO ORDERED by the Mayor and City Council of the City of San Luis, Arizona:

Section 1: Using the federal American Rescue Plan Act ("ARPA") and its regulations, appropriate city staff shall provide household assistance through a utility aid program using the city's ARPA allocation and the \$50,000 the city designated for the program on January 12, 2022, under Order No. 2022-1.

Section 2: The Western Arizona Council of Governments ("WACOG") shall administer eligibility screening and other administrative services as more fully described in the attached agreement, Exhibit "A" to this order. A true copy of the Agreement with WACOG is attached as Exhibit A. This reference incorporates it into this order as though set forth again in full here.

Section 3: Eligible household utility customers for the utility aid program shall be San Luis, Arizona residents who are low to moderate-income as defined by 31 CFR § 35.3.

Section 4: The City adopts and approves the attached agreement, Exhibit "A," and the city's officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this order.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of May 2022.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Order No 2022-06
Exhibit A

**WESTERN ARIZONA COUNCIL OF GOVERNMENTS
ADMINISTRATION OF ASSISTANCE UNDER
THE SAN LUIS ARPA HOUSEHOLD ASSISTANCE, UTILITY AID PROGRAM**

This agreement (“Agreement”) is entered into this _____ day of May 2022, between

City of San Luis City Hall 1090 East Union Street (physical) P.O. Box 1170 (mailing) San Luis, Arizona 85349 an Arizona municipal corporation (“City”) and	Western Arizona Council of Governments 1235 South Redondo Center Drive Yuma, Arizona 85365 in its capacity as an Arizona non-profit corporation (“WACOG”).
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This Agreement distributes a portion of the American Rescue Plan Act (“ARPA”) Funds allocated to the City to respond to the COVID-19 public health emergency or its negative economic impacts by assisting low- and moderate-income households residing in San Luis, Arizona, with their past due municipal Utility Bills for running water, wastewater removal system and solid waste collection (“Utility Bills”).

RECITALS

Background – City Responses to COVID-19 Impacts

- A.** San Luis City Council (“City Council”) chose ARPA’s utility aid to assist households impacted by COVID-19 and designated \$50,000.00 of the City’s ARPA Fund allocation at their regular meeting on January 12, 2022, under Order No. 2022-1.
- B.** City Council passed Resolution No. 2127 on April 29, 2020, for charges incurred from March 13, 2020, through September 1, 2020, (1) suspending late fees and (2) suspending water shut-offs for non-payment.
- C.** City Council passed Resolution No. 2138 on August 26, 2020, (1) continued through November 1, 2020, to suspend water late fees and water shut-offs for non-payment, and (2) deferred shut-offs and charges through June 30, 2021, for those who enter into an installment payment plan with the City and comply with the conditions specified in the resolution.
- D.** The City suspended water shut-offs for December during the COVID-19 pandemic years 2020 and 2021.
- E.** Despite the temporary suspension of shut-offs for non-payment, many City utility customers

continue to have past due Utility Bills and endure the COVID-19 public health emergency's negative economic impacts.

ARPA Federal Program

F. ARPA became law on March 11, 2021, and created a Fund for local governments called the Coronavirus Local Fiscal Recovery Fund "Fund," codified at 42 U.S.C. § 803.

G. 42 U.S.C. § 803(c)(1)(A) authorizes cities to use the cities' Fund allocations to respond to the COVID-19 public health emergency or its negative economic impacts by assisting households by December 31, 2024.

H. Under 42 U.S.C. § 803(f) and (g)(8), ARPA authorized the U.S. Secretary of the Treasury to issue such regulations as may be necessary or appropriate to carry out ARPA as it relates to local governments (42 U.S.C. § 803).

I. The U.S. Secretary of the Treasury issued her Final Rule on January 27, 2022, codified at 31 C.F.R. Part 35.

Federal Regulatory Presumptions for People Eligible

J. Impacts: Rule 31 C.F.R. § 35.6(b)(2)(i) rule presumes that low- and moderate-income households (defined under 31 C.F.R. § 35.3) are impacted by the COVID-19 public health emergency or its negative economic impacts.

K. Disproportional Impacts: Rule 31 C.F.R. § 35.6(b)(2)(iii) presumes that low-income households and households that qualify for federal benefits listed at 31 C.F.R. § 35.6(b)(2)(iii)(A) are disproportionately impacted by the COVID-19 public health emergency or its negative economic impacts.

Federal Eligible Uses – Includes Utility Aid

L. Rule 31 C.F.R. § 35.6(b)(3)(ii)(A)(1) enumerates eligible uses of the Fund to respond to the negative economic impacts, including assistance to households.

M. Utility aid is allowed under the expenditure category called Negative Economic Impacts #2.2 as described in the U.S. Department of the Treasury publication. *Project and Expenditure Report User Guide: State and Local Fiscal Recovery Funds*. April 1, 2022 (version 2). Appendix C, page 76. Available at:

<https://home.treasury.gov/system/files/136/April-2022-PE-Report-User-Guide.pdf>.

Accessed 5/17/2022.

City as Conduit for Federal Utility Aid Program

N. The City is a custodian or conduit for the City's allocation of the Fund because the Fund is purely a federal source.¹

O. The City supports the Federal goals and will channel the City's allocation of the Fund to provide utility aid to the City's low- and moderate-income households to secure running water, wastewater removal, and solid waste collection.

Engaging WACOG for Eligibility Screening

P. For decades, WACOG has provided direct social services that assist low-income households and vulnerable populations in San Luis, and WACOG has proven knowledgeable and trustworthy in using federal Funds for these purposes.

Q. The City chooses WACOG to administer the San Luis ARPA Household Assistance, Utility Aid Program because WACOG has the professionalism and proven expertise in federal household assistance programs.

R. WACOG is willing to provide its expert services to the City for the compensation of ten percent (10%) of the \$50,000 City Council allocated.

S. Ten percent (10%) is reasonable because, under 15 U.S.C. § 9058a (c)(5), the U.S. Congress determined no more than 10% of federal funding should go to administrative costs for a similar household stabilization program to sustain and pay for the type of services WACOG will perform under this Agreement;

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals (which are incorporated in this Agreement by this reference) and the following mutual covenants, agree:

DEFINITIONS

Defined words are capitalized. A capitalized, defined word in the plural means the plural of the defined word.

Agreement means this Agreement.

Applicant means the City's utility customers, which the City refers to WACOG.

ARPA means the American Rescue Plan Act passed into federal law on March 11, 2021, HR 1319, Public Law 117-2, 135 Statutes at Large 4, codified in relevant part at 42 U.S.C.

¹ See Navajo Tribe v. Ariz. Dept. of Admin., 111 Ariz. 279, 281, 528 P.2d 623, 625 (1974).

§ 803 titled Coronavirus Local Fiscal Recovery Fund as it may be amended through the life of this Agreement.

City means City of San Luis, Arizona, a Party to this Agreement.

City Council means the City Council for San Luis, Arizona.

Eligible Customer means a City residential utilities customer who meets all of the following:

- (1) is a resident within the city limits of the City (San Luis, Arizona) who the City has referred to WACOG,
- (2) resides at the utility service address,
- (3) does not have more than one residential utility account, and
- (4) is eligible for utility aid under this Agreement, 42 U.S.C. § 803, the Final Rule, Guide, and reporting requirements of the U.S. Department of the Treasury, as these federal laws, regulations, guidance, and requirements may change during the life of this Agreement.

Note: Commercial utilities customers are **not** eligible.

Final Rule means the U.S. Treasury's "Rules and Regulations for Coronavirus State and Local Fiscal Recovery Funds, 87 FR 4338-01(January 27, 2022)," codified at 31 C.F.R. Part 35, as it may be amended through the life of this Agreement.

Fiscal Year means July 1 through June 30.

Fund means the Coronavirus Local Fiscal Recovery Fund created under ARPA codified at 42 U.S.C. § 803

Guide means the U.S. Department of the Treasury. *Project and Expenditure Report User Guide: State and Local Fiscal Recovery Funds*. April 1, 2022 (version 2). Available at: <https://home.treasury.gov/system/files/136/April-2022-PE-Report-User-Guide.pdf>, as it may be updated through the life of this Agreement.

Party means either the City or WACOG.

Parties mean the City and WACOG

Program means the San Luis ARPA Household Assistance, Utility Aid Program San Luis, which WACOG and the City are implementing under this Agreement.

Utility Bill means City's utility charges for water, wastewater, and solid waste services, which include but are not limited to monthly service charges, shut-off fees, late fees, and any current charges and unpaid arrearages. It does **not** include (1) future charges and (2) deposits.

Tool means the Tool for determining low- and moderate-income through the US Department of Treasury's website, under the heading "Resources on Determining Eligible Uses of Funds under the Final Rule" at this link:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

Voucher means the written document WACOG creates indicating the dollar amount of utility aid the City is to pay on an Eligible Customer's Utility Bill with the ARPA Funds City Council designated for the Program in Order No. 2022-01. Vouchers must **not** include deposits.

WACOG means Western Arizona Council of Governments, a Party to this Agreement.

I. **WACOG RESPONSIBILITIES**

Commencing July 1, 2022, and to the extent permitted by law:

A. WACOG shall work jointly with the City's Finance Department and Billings & Collection Division to administer the Program and devise forms and procedures for efficient disbursement to the Eligible Customers

B. **Criteria to Determine Eligible Customers**. WACOG shall determine Eligible Customers from the City's utility customers, which the City refers to WACOG ("Applicants"), using the following criteria.

1. **Applicants' Household Income**

WACOG may either determine the Applicant's household income by proof of income or proof of categorical eligibility.

a. **Income Eligibility**. Applicant's household income is 300% or less of the federal poverty level using the US Department of Treasury website, under the heading "Resources on Determining Eligible Uses of Funds under the Final Rule" for determining low- and moderate-income at this link:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> ("Tool").

Note: WACOG shall prioritize household income 185% or less of the Federal Poverty Level using the Tool over those household incomes between 186% to 300% of the Federal Poverty Level.

b. **Categorical Eligibility**. Applicant's Household qualifies for at least one of the benefits listed in Exhibit 1. Exhibit 1 is incorporated into this Agreement by this reference.

Note: WACOG shall prioritize households that qualify for at least one benefit listed on Exhibit 1 under the heading, “*Presumptively disproportionately impacted by the COVID-19 public health emergency*” over the remaining listed benefits on Exhibit 1.

2. Applicants’ Residence

- a. Applicant must be a San Luis, Arizona resident.
- b. Applicant must reside at the utility service address.

3. Applicants’ Utility Account

- a. Applicant shall not have more than one City residential utility account.
- b. Only residential utility accounts (not commercial accounts) are eligible for assistance.
- c. Applicant must have a past due account, but assistance cannot be used for arrears that are in a collections service nor for deposits.
- e. Applicant or the account or both must not have any unauthorized activities within the last twelve (12) months.

4. Applicant’s Assistance History

- a. Applicant is not eligible who has received \$250.00 in assistance within the last twelve (12) months.
- b. Applicant is not eligible who has received assistance twice within the last twelve (12) months.

- C. WACOG shall use a comprehensive application and income verification process to determine the financial hardship of the Applicants to determine whether they are Eligible Customers.
- D. WACOG shall Conduct screening interviews with the Applicants to determine if such customers meet the Program’s eligibility requirements as Eligible Customers.
- E. Issue a Voucher, in a form approved in writing by the City’s Finance Department staff, for Eligible Customers for unpaid City Utility Bills. WACOG shall email the Vouchers to the City’s Billing & Collections Division. WACOG shall email the Vouchers to the City’s Billing & Collections Division.
- F. Submit a check to the City within fifteen (15) calendar days after the end of each month for the amount equal to the aggregate value of the Vouchers distributed in the Program for the preceding month. Submit to the City a monthly report within

fifteen (15) calendar days after the end of each month that this Agreement is in effect containing all the applicable information the City must report to the U.S. Secretary of the Treasury under ARPA, the Final Rule, the Guide, and any other applicable law.

The report, at a minimum, shall list the following information for the preceding month:

1. number of persons applying for Program assistance;
2. number of applicants approved for Program assistance;
3. total dollar amount of Vouchers distributed in the Program;
4. any information needed for reporting to the U.S. Treasury; and
5. any additional statistical information requested by the City that the City considers beneficial to aid in future Program refinements or improvements.

- G. WACOG shall provide with the above monthly report copies of supporting Vouchers.
- H. Provide (in conjunction with City staff) Program applicants with educational materials and information regarding water conservation and measures that applicants can implement to reduce water usage.
- I. Maintain accurate records of the dollar amounts of each Voucher issued and an accurate running total not to exceed \$25,000.00 in the first Fiscal Year starting July 1, 2022. If WACOG issue less than \$25,000.00 in Vouchers by June 30, 2023, then the running total cannot exceed \$45,000.00 by the Program's expiration.
- J. WACOG shall provide the City:
1. a written report on or before July 1, 2022:
 - a. the names and addresses of the current officers and directors,
 - b. a copy of the current WACOG bylaws and articles of incorporation, including any amendments to the documents;
 2. written notice within thirty (30) days after WACOG changes any officer, director, bylaws, or articles of incorporation.

II. COMPENSATION

The City shall compensate WACOG at a rate of 10% of the value of Vouchers WACOG submits monthly. The City shall pay monthly within 30 days of WACOG's invoice, submitted with its monthly report. The total maximum the City shall pay is \$5,000.00.

III. CITY RESPONSIBILITIES

The City shall transfer by check to WACOG \$45,000 from the utility aid the City Council

designated for the Program in Order No. 2022-01. WACOG shall use this to pay the City directly for City's Eligible Customer's Vouchers.

When the City pays a Voucher on the Eligible Customer's Utility Bill, the Finance Director shall have the discretion to waive the deposit on that Eligible Customer's utility account.

IV. TERM OF AGREEMENT

- A. The term of this Agreement shall commence on July 1, 2022, and expire the earlier of December 31, 2024, or when the \$45,000 are exhausted, or the Agreement terminates under the termination provisions in this Agreement, or the Agreement is extended as provided by federal law and approved by the City
- B. This Agreement's Funding may be subject to federal law amendments and City Council's revision Order No. 2022-1 for ARPA Fund designations.
- C. The City and WACOG shall coordinate and make every reasonable effort to distribute all the Funds available for eligible applicants before or by December 31, 2024.
- D. In no event shall WACOG use any monies received from the City under this Agreement to increase the compensation of any WACOG employee, officer, or official. "Compensation" as used in this Agreement includes salary, wages, or commissions. However, WACOG may use part of the administrative compensation for reimbursements for expenses (such as travel, supplies, and materials) WACOG incurs to further the objectives of this Agreement.

V. TERMINATION

- A. The City may terminate this Agreement at any time if any of the following occur:
 - 1. At the City's sole discretion, without cause, in which case the City shall provide thirty (30) days written notice.
 - 2. WACOG breaches this Agreement or defaults on any of its obligations stated in this Agreement. Before such termination, the City shall provide WACOG thirty (30) days' written notice of the specific grounds for termination and provide a reasonable time for remedial action by WACOG. In no event shall such time exceed thirty (30) days.
 - 3. Both Parties mutually consent in writing to terminate the Agreement.
- B. If this Agreement terminates before the Funds are fully depleted, WACOG shall return to the City any unused Funds as of the termination date. WACOG shall return such Funds by check issued to the City of San Luis within thirty (30) days after the termination date.

VI. INDEMNIFICATION

To the fullest extent permitted by law, WACOG shall defend, indemnify and hold harmless the City, and the City's agents, representatives, officers, directors, officials, volunteers, and employees from and against all claims, liabilities, demands, damages, losses, injuries to property or persons (including death), and expenses (including attorney fees and litigation expenses, and the cost of appellate proceedings) (collectively "Claims") to the extent that such Claims result from and/or arise out of WACOG's intentional, reckless, or negligent acts, errors, mistakes, directives, or omissions, in performance of this Agreement. This includes any intentional, reckless, or negligent acts, errors, mistakes, directives, or omissions of WACOG's employees, agents, advertisers, contractors, subcontractors, or any other person for whom WACOG may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements stated in this Agreement will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity requirements stated in this Agreement will not be construed as limiting the insurance required in this Agreement.

VII. INSURANCE

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of WACOG, WACOG shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona under Arizona Revised Statutes ("A.R.S.") § 20-206, as amended, with an AM Best, Inc. rating of A with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
2. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency shall not relieve WACOG from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
3. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials, and employees as

Additional Insured as specified under the respective coverage sections of this Agreement.

4. Waiver. Except for Professional Liability, all policies shall contain an endorsed waiver of rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of WACOG. WACOG shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
5. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by the City unless specified otherwise in this Agreement.
6. Primary Insurance. WACOG's insurance shall be primary or endorsed to be primary, non-contributory insurance with respect to the performance of this Agreement and in the protection of the City as an Additional Insured.
7. Claims Made. If any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
8. Policy Deductibles and/or Self-Insured Retentions. The policies stated in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. WACOG shall be solely responsible for any such deductible or self-insured retention amount.
9. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, WACOG shall execute written agreements with its subcontractors containing the indemnification provisions stated in this Section and insurance requirements stated herein protecting the City and WACOG. WACOG shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
10. Evidence of Insurance. Before receiving any Funds or commencing any work or services under this Agreement, WACOG will provide the City with suitable evidence of insurance in the form of certificates of insurance, endorsements, and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by WACOG's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the

required coverages, conditions, and limits of coverage specified in this agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance, endorsements, and declaration page(s) of the insurance policies as evidence of coverage. However, such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, WACOG shall forward renewal certificates and declaration page(s) to the City thirty (30) days before the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the title of this Agreement. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- a. The City, its agents, representatives, officers, directors, officials, and employees are Additional Insureds for commercial general liability under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
- b. WACOG's insurance shall be primary, non-contributory insurance with respect to the performance of the Agreement.
- c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by WACOG under this Agreement.

B. Required Insurance Coverage.

1. Commercial General Liability. WACOG shall maintain "occurrence" for Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form C.G. 00 010 93 or its equivalent, including but not limited to separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form C.G. 20 10 03 97, or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal to or broader in coverage scope than underlying insurance.
2. Professional Liability. If this Agreement is the subject of any professional services or work, or if the WACOG engages in any professional services or work adjunct or residual to performing

the work under this Agreement, the WACOG shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the WACOG, or anyone employed by the WACOG, or anyone for whose negligent acts, mistakes, errors, and omissions the WACOG is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

- C. Cancelation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days prior written notice to the City.
- D. Workers Compensation. WACOG understands and agrees that WACOG's employees, agents, contractors, volunteers, and directors, are not serving as an employee of the City in any manner and therefore are not entitled to any of the City's industrial benefit coverages, including Workers' Compensation coverages. WACOG acknowledges that any injury its employees sustain in the performance of this Agreement will not be eligible for industrial benefits from the City of San Luis, and any necessary treatment will be WACOG, or WACOG's insurer's, sole responsibility.

VIII. GENERAL CONDITION

- A. Non-Discrimination Laws. WACOG shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, as amended, State Executive Order 2009-09, the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental disability, and with the Americans with Disability Act of 1990. In addition, WACOG shall include similar requirements of subcontractors in any contracts entered into for the performance of WACOG's obligations under this Agreement.
- B. Financial Review. WACOG shall make its financial records available for inspection by the City, or its designee, upon reasonable notice during regular business hours of the City. If the City desires a financial audit by a certified public accountant of the WACOG's financial records to verify the use of City Funds according to the terms and conditions of this Agreement, WACOG shall cooperate fully in the performance of such audit. WACOG shall be responsible for the cost of such an audit if requested by the City and is entitled to a copy of any resulting reports that the City receives.
- C. Compliance with Laws. WACOG shall comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. In addition, WACOG shall include similar requirements of subcontractors in any contracts entered into for the performance of WACOG obligations under this Agreement.
- D. Successors and Assigns. This Agreement is not assignable unless both Parties mutually consent otherwise in writing and signed by both Parties. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

- E. Attorney Fees and Costs. In the event any action or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, the prevailing Party shall be entitled to recover as part of such action or proceeding, all litigation, arbitration, and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.
- F. Laws Governing and Venue. This Agreement shall be governed by the Laws of the State of Arizona as to validity, interpretation, and performance. Any and all suits for any and every breach of this Agreement or other judicial proceeding for the enforcement or interpretation of this Agreement shall be instituted and maintained in a venue of competent jurisdiction in Yuma County, Arizona.
- G. Non-Waiver. The failure or delay of either Party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Agreement.
- H. Severability. If any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Arizona, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- I. Entire Agreement and Amendments. This instrument contains the entire Agreement between the Parties. No oral or written statement, promises, or inducements made by either Party or agent of either Party that is not contained in this written Agreement or specifically referred to in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by both Parties.
- J. Relationship of Parties. The Parties understand and expressly agree that WACOG is an independent contractor and not a City employee. Nothing in this Agreement constitutes a partnership or joint venture between the Parties, and neither Party is the principal or agent of the other.
- K. Rights and Obligations of Parties Only. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing in this Agreement shall create any rights or duties favoring any potential third-party beneficiary or other person, agency, or organization.
- L. Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of WACOG of any obligation shall apply only to the particular transaction to which it relates. It shall not apply to any other obligation or transaction.

- M. Dispute Resolution. Claims, disputes, or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or its breach shall be subject to and decided by arbitration under the Arizona Uniform Rules of Procedure for Arbitration currently in effect unless the Parties mutually agree otherwise. Request for arbitration shall be filed in writing with the other Party to this Agreement.
- N. Conflict of Interest. This contract shall be subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.
- O. Environmental Conditions. WACOG shall take all steps necessary to ensure WACOG compliance with all applicable federal, state, and local environmental laws, regulations, and ordinances, and shall indemnify and hold the City harmless for any remediation required and from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising because of injury or death to any person or damage to any property or the environment of any nature whatsoever arising out of violations of such laws, regulations, and ordinances.
- P. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, WACOG and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). WACOG's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

The City retains the legal right to inspect the papers of any WACOG contractor or subcontractor employee who works on this Agreement to ensure that WACOG or subcontractor is complying with this warranty.

- Q. Political Activities. Employees, directors, board members, officers, and volunteers of WACOG are prohibited from engaging in any political activity with respect to candidates for political office beyond the private expression of personal opinion, registering as a member of a political party, signing petitions, and voting in any special, general, or primary election. No employee, director, board member, officer, or volunteer shall solicit any contribution in cash or service from any WACOG employee, director, board member, officer, or volunteer to support any candidate for public office. No employee, director, board member, officer, or volunteer shall use the name of WACOG or use their affiliation with WACOG to engage in any political activity of any kind or to solicit any contribution in cash or services to support any candidate for public office. If an employee, director, board member, officer, or volunteer should engage in said activities, they shall make it clear that they are doing so in their personal and private capacity and are not associated with WACOG in any way while engaging in said activity. Employees, directors, board members, officers, and volunteers will refrain from engaging in any political activity while attending or participating in any WACOG function or event.

R. Notices. Unless otherwise provided in this Agreement, all notices, demands, requests, consents, approvals, and other communications (collectively “Notices”) required or permitted hereunder shall be in writing and delivered by registered or certified U.S. mail, postage prepaid, or personally delivered, at the address shown below. Notices shall be deemed received at the time of actual receipt, which shall be evidenced by a copy of the receipt (in the case of notices that are personally delivered), or as evidenced by the United States Postal Service receipt; or five (5) calendar days after mailing whichever comes first, in the case of notices that are mailed.:

To City:

City of San Luis
Attn: Billing and Collections
P.O. Box 3750
San Luis, Arizona 85349

Copy
San Luis City Attorney
P.O. Box 1170
San Luis, Arizona 85349

To WACOG

WACOG
Attn: Executive Director
1235 South Redondo Center Drive
Yuma, Arizona 85364

S. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement 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, this Agreement will promptly be physically amended to make such insertion or correction.

T. Non-Designation. Every designation of the City under this Agreement is conditioned upon the availability of ARPA Funds to fulfill such designations. Notwithstanding any other provision of this Agreement, if Funds are not designated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the Funds are available. No liability shall accrue to the City if this provision is exercised. The City shall not be designated or liable for any future payments resulting from termination under this paragraph.

[Intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Western Arizona Council of Governments

Signature

Print Name

Title

Exhibit 1

Criteria for Utility Aid

Customer Eligibility

Eligible Customers for Vouchers as Described in the Agreement for the San Luis-ARPA Utility Aid Program and Final Rule Reference

For the criteria for WACOG to determine Eligible Customers, the City relies on presumptions to identify beneficiaries presumptively *impacted or disproportionately impacted* by the COVID-19 public health emergency or its negative economic impacts under 31 CFR § 35.6(b)(2)(i), which are households that:

Presumptively impacted by the COVID-19 public health emergency

- (a) qualify for the Children’s Health Insurance Program (42 USC 1397aa et seq.), and
- (b) qualify for Childcare Subsidies through the Child Care and Development Fund Program (42 USC 9857 et seq. and 42 USC 618).
- (c) qualify for Medicaid (42 USC 1396 et seq.),

Further, the City relies on presumptions to identify beneficiaries presumptively *disproportionately impacted* by the COVID-19 public health emergency or its negative economic impacts under CFR § 35.6(b)(2) (iii)(A), which are households that:

Presumptively

disproportionately impacted by the COVID-19 public health emergency

- (a) receive services provided by Tribal governments,
- (b) receive services provided by territorial governments,
- (c) qualify for Temporary Assistance for Needy Families (42 USC 601 et seq.),
- (d) qualify for Supplemental Nutrition Assistance Program (7 USC 2011 et seq.),
- (e) qualify for Free and Reduced Price School Lunch and/or Breakfast programs (42 USC 1751 et seq. and 42 USC 1773),
- (f) qualify for Medicare Part D Low-income Subsidies (42 USC 1395w-114),
- (g) qualify for Supplemental Security Income (42 USC 1381 et seq.),
- (h) qualify for Head Start (42 USC 9831 et seq.),
- (i) qualify for Early Head Start (42 USC 9831 et seq.),
- (j) qualify for the Special Supplemental Nutrition Program for Women, Infants, and Children (42 U.S.C. 1786),
- (k) qualify for Section 8 Vouchers (42 USC 1437f),
- (l) qualify for the Low-Income Home Energy Assistance Program (42 USC 8621 et seq.), or
- (m) qualify for Pell Grants (20 USC 1070a) .

Low-and moderate-income for Yuma County, AZ

State: AZ

Locality : Yuma County

State: AZ

Locality: Yuma County

2010 FIPS: 040279999

HUD area: Yuma, AZ MSA

Per Month		
Size of household	Low Income 185% FPG	Moderate Income 300% FPG
1	\$ 1,986.00	\$ 3,220.00
2	\$ 2,686.00	\$ 4,355.00
3	\$ 3,386.00	\$ 5,490.00
4	\$ 4,085.00	\$ 6,625.00
5	\$ 4,785.00	\$ 7,760.00
6	\$ 5,485.00	\$ 8,895.00
7	\$ 6,185.00	\$ 10,030.00
8	\$ 6,885.00	\$ 11,165.00

Per Year		
Size of household	Low Income 185% FPG	Moderate Income 300% FPG
1	\$ 23,828.00	\$ 38,640.00
2	\$ 32,227.00	\$ 52,260.00
3	\$ 40,626.00	\$ 65,880.00
4	\$ 49,025.00	\$ 79,500.00
5	\$ 57,424.00	\$ 93,120.00
6	\$ 65,823.00	\$ 106,740.00
7	\$ 74,222.00	\$ 120,360.00
8	\$ 82,621.00	\$ 133,980.00



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. G.

Meeting Date: 05/25/2022

Department Head: Kay Macuil, City Attorney, Attorney's Office

Submitted By: Kay Macuil, City Attorney, Attorney's Office

Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2022-07. An order of the Mayor and City Council of the City of San Luis, Arizona, authorizing the extension of the public safety first responders emergency pay; repealing any conflicting provisions; and providing for severability. **(Lizandro Galaviz, Acting City Manager and Monica Castro, Finance Director)**

SUMMARY:

On February 9, 2020, City Council passed Order 2022-03 authorizing first responders emergency pay through the end of the fiscal year, June 30, 2022. This Order is brought in May so that there will be 30 days available for the 30-day waiting period for it to become effective before Order 2022-03 expires. The extension does not have an end date so the city has this tool to contend with any emergency or disaster that may cause staff shortages for public safety first responders including any continuing negative impacts from the COVID-19 pandemic.

First Responder Emergency Pay allows the city to pay time and a half when public safety first responders must cover a shift on their regular rest day, but regular overtime is not available. Some Police Department shifts are 13 hours long. In the Fire Department, their work period is 212 hours over 28 days. Filling shifts on a regular rest day for first responders results in many days and hours without a break. However, it is often the case that despite taking on more shifts, the end of the work period falls so that they often do not receive overtime pay.

The Fair Labor Standards Act regulations allow employers to ameliorate this situation by allowing employers to voluntarily allow extra pay for working a regular rest day. This Order extends Order No. 2022-03, allowing for time and a half for first responders for hours worked on their rest day when overtime does not apply.

This Order recognizes the unique risks public safety first responders' work duties entail and their unique continuity of operations challenges. The Order allows the city to be prepared to compensate public safety first responders for working their rest days if the COVID-19 cases continue to surge periodically or other emergencies or disasters emerge resulting in staffing shortages. This Order has no end date but leaves the discretion to Council to terminate it at any time.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE ORDER NO. 2022-07 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS:

City

TOTAL:

N/A See Fiscal Impact
Statement

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):

This order will not be operational until next fiscal year. It will be invoked only in emergency staffing situations and based on budget availability. There is no end date for this order.

Attachments

Order No. 2022-07 First Responder Emergency Pay Extension

Order No. 2022-03 Expires June 30 , 2022



Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2022-07

May 23, 2022

Public Safety First Responders Emergency Pay

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING THE EXTENSION OF THE PUBLIC SAFETY FIRST RESPONDERS EMERGENCY PAY SUBJECT TO BUDGET AVAILABILITY; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, on February 9, 2022, San Luis Mayor and City Council passed Order No. 2022-03 establishing first responders' emergency pay which expires June 30, 2022; and

Intent

WHEREAS, extending this pay, subject to budget availability, prepares for the possibility that first responder staffing shortages caused by COVID-19 or caused by an unforeseen emergency or disaster in the coming fiscal year; and

Legal Authority

WHEREAS, the City of San Luis exercises its discretion under the Fair Labor Standards Act ("FLSA") regulation 29 CFR § 778.200(a)(5) to provide additional compensation above their regular pay for first responders who work on regular rest days, and that does not result in overtime pay, which the city calls "First Responders Emergency Pay;" and

WHEREAS, the First Responders Emergency Pay is not retroactive; and

WHEREAS, Retroactive pay may violate the Anti-Gift Clause (Arizona Constitution Article IX Section 7) as an additional payment for duties the employees were already obligated to perform and received compensation under the then employment policies. (§ 39:31. Public purpose required—Donations, 15 McQuillin Mun. Corp. § 39:31 (3d ed.)). The courts might interpret retroactive pay as requiring the city to pay twice (Scottsdale v. Deem, 446 P.2d 238 (Ariz. App. 1976)).

NOW, THEREFORE, IT IS ORDERED by the Mayor and City Council of the City of San Luis, Arizona, under the laws, facts, and intention recited above:

Section 1: Purpose: This order does not alter overtime pay under the San Luis Personnel Policies HR-3-05. This order recognizes the unique COVID-19 exposure risks public safety first responders' work duties entail and their unique continuity of operations challenges. This order addresses the possibility the public safety first responders' staffing shortages caused by the COVID-19 might continue into the next fiscal year, or an unforeseen emergency or disaster might cause staffing shortages.

Section 2: First Responders Emergency Pay Eligibility: Only a nonexempt, public safety first responder ("first responder") is eligible for First Responders Emergency Pay if:

- (a) the first responder's command orders or approves the first responder to work on the first responder's regular rest day, and
- (b) due to the hours worked, the first responder is not eligible for overtime at the end of the work period in which the worked rest day falls.

Nonexempt means an employee must have the overtime rate of pay under the FLSA, Title 29 U.S.C. §207 for the hours worked beyond 40 hours in a workweek or for the Fire Department beyond 212 in a 28-day work period.

Section 3: First Responders Emergency Pay Rate: First Responders Emergency Pay rate is the eligible first responder's pay at time-and-one-half for all hours worked on the first responder's regular rest day.

Section 3: First Responders Emergency Pay Calculation for Overtime Purposes:

I l w # h v s r q g h u # h p h u j h q f | # s d | # v # x w b h # i # k h # p s r | h h # # r p d o r u # h j x o u # r u n b j # v f k h g x d # x q g h u # I O V D # h j x o u w r q # 5 < # I I U # , # : ; 1 5 3 3 # w k h # h { w d # f r p s h q v d w r q # w k h # 3 1 8 # w p h v # w k h # h j x o u # s d | , # l q # w k h # I l w # h v s r q g h u # h p h u j h q f | # s d | # d w # l q # v h f w r q # 6 # d e r y h # v k d o # g r w # e h # l q f o x g h g # l q # w k h # I l w # h v s r q g h u # h j x o u # s d | # d w # i r u # f r p s x w l q j # r y h u # h # f r p s h q v d w r q # k f k # f r p s c h v # l k # I O V D # h j x o u w r q # 5 < # I I U # , # : ; 1 5 3 4 #

Section 4: Subject to Reassessment and Effective Date: This order shall remain until further notice. City Council may consider repealing or revising this order as part of the fiscal budget process and the associated planning for the staffing needs for public safety first responders to contend with the continuing COVID-19 pandemic or other contingencies resulting in public safety first responders' staffing shortages. This order takes effect on July 1, 2022.

Headings: The descriptive headings of the paragraphs of this order are inserted for convenience only. They shall not control or affect the meaning or construction of this order.

Reservation of Rights. Nothing in this order alters the city's rights to implement any and

all legal COVID-19 mitigation measures or lift mitigation measures or use its emergency powers to contend with other emergencies or disasters. The city reserves all its rights to do so.

Severability: If any provision of this order or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity affects no other provision or application of this order. Those provisions that remain valid shall be given effect without the invalid provision or application. To achieve this purpose, the provisions of this order are declared to be severable.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____day of May 2022.

Gerardo Sanchez, Mayor

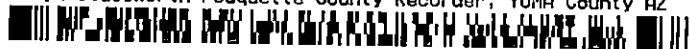
APPROVED AS TO FORM

ATTEST:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

CONFORMED COPY
2022-05304 ORDER
02/14/2022 09:29:15 AM Pages: 6 Fees: \$15.00
Requested By: CITY OF SAN LUIS
Recorded By: arios
Robyn Stallworth Piquette County Recorder, YUMA County AZ



WHEN RECORDED MAIL TO:

**CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349**

The above area is to be reserved for recording information

CAPTION HEADING:

**Order
Order No. 2022-03
Public Safety first responder's emergency pay**



Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2022-03

February 9, 2022
COVID-19
Public Safety First Responders Emergency Pay

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING PUBLIC SAFETY FIRST RESPONDERS EMERGENCY PAY; REPEALING ANY CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, on March 13, 2020, by the Mayor's emergency proclamation and City Council Order No. 2020-6, a state of emergency was declared and ordered due to the COVID-19 pandemic with this year bringing the most severe consequences to the city's Public Safety departments; and

WHEREAS, on February 6, 2022, nearly two years into the COVID-19 public health emergency, Firefighter Robert Fernandez tragically lost his life as a consequence of contracting the highly contagious COVID-19; and

WHEREAS, two of the city's esteemed Peace Officers have suffered severe illness from the consequences of COVID-19 infections, each one continuing their battles against the disease now for at least two months; and

Background

WHEREAS, during the pandemic, the City of San Luis's first responders in the Police and Fire Departments have suffered from periods of severe staff shortages due to COVID-19 illness, more than any other departments in the city; and

WHEREAS, throughout the pandemic, public safety services and operations continued without compromise because the first responders took on additional shifts on their regular rest days; and

WHEREAS, in a few weeks, it will be two years since Public Health confirmed the first case in Yuma County; and

WHEREAS, during the last two years, Police Department suffered several COVID-19 outbreaks; and

WHEREAS, the Fire Department suffered severe staffing shortages during the unprecedented COVID-19 cases surge this December and January; and

WHEREAS, peace officers can regularly work up to 13-hour shifts, so taking on more shifts and deferring the rest day can make for particularly long workweeks; and

WHEREAS, the Fire Department has been uniquely affected with the latest surge in COVID-19 cases because under the Fair Labor Standards Act ("FLSA"), firefighters have 28-day work-periods, which causes them to work more than four weeks without a break if they are needed to cover a shift on their regular rest days; and

WHEREAS, to compound the difficulty, many Fire Department staff who did eventually catch COVID-19 and after working more than four weeks without a break, fell ill from COVID-19 on their deferred days off; and

Intent

WHEREAS, the City of San Luis desires to respond to the first responders' continued personal sacrifices away from family because of the COVID-19 pandemic;

WHEREAS, besides the required overtime under the FLSA, the City of San Luis desires to voluntarily compensate the first responders for taking on shifts on their regular rest day and provide more than regular pay that day for the hours worked during the respective pay-periods when working the rest day will not result in overtime under the FLSA; and

Legal Authority

WHEREAS, the City of San Luis exercises its discretion under the FLSA regulation 29 CFR § 778.200(a)(5) to provide additional compensation above their regular pay for first responders who work on regular rest days and that does not result in overtime pay, which the city calls "First Responders Emergency Pay;" and

WHEREAS, the First Responders Emergency Pay is not retroactive; and

WHEREAS, retroactive pay may violate the Anti-Gift Clause (Arizona Constitution Article IX Section 7) as an additional payment for duties the employees were already obligated to perform and received compensation under the employment policies in place at the

time;¹ and

Pandemic Conditions in Yuma County Continue

WHEREAS, the COVID-19 pandemic conditions continue to put the city's first responders at high risk of COVID-19 infection; and

WHEREAS, although many indicators are trending into safer conditions, as of February 5, 2022, due to the height of the surge this December and January, there persists an extremely high risk of the inability to absorb another wave; and

WHEREAS, as of February 6, 2022, all of Yuma County, all of Arizona, and most of the United States are at extremely high risk; and

WHEREAS, although vaccinations continue to trend up in Yuma County with over 66% of the population fully vaccinated against COVID-19 (which the city has supported by facilitating 16 vaccination events), as of February 5, 2022, the County still must reach 70% to 90% to move closer to the aspiration of community immunity from COVID-19; and

WHEREAS, as of February 5, 2022, although plummeting down rapidly, the average number of daily new cases per week of COVID-19 per 100,000 people in Yuma County is still extremely high at 129.5 cases; and

WHEREAS, the average number of deaths per week in Yuma County is trending down at 2.6 on February 2, 2022; and

WHEREAS, as of January 27, 2022, 84% of the Intensive Care Unit ("ICU") capacity was in use in the one solitary hospital in Yuma County, and the usage is trending up.

NOW, THEREFORE, IT IS ORDERED by the Mayor and City Council of the City of San Luis, Arizona, under the laws, facts, and intentions recited above:

Section 1: Purpose: This order does not alter overtime pay under the San Luis Personnel Policies HR-3-05. This order recognizes the unique COVID-19 exposure risks public safety first responders' work duties entail and their unique continuity of operations challenges. This order addresses the public safety first responders' hardships due to staffing shortages caused by the COVID-19 pandemic and working on their regular rest days.

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¹ § 39:31. Public purpose required—Donations, 15 McQuillin Mun. Corp. § 39:31 (3d ed.). The courts might interpret retroactive pay as requiring the city to pay twice (Scottsdale v. Deem, 446 P.2d 238 (Ariz. App. 1976)).

Section 2: First Responders Emergency Pay Eligibility: Only a nonexempt, public safety first responder (“first responder”) is eligible for First Responders Emergency Pay if the first responder’s command orders or approves the first responder to work on the first responder’s regular rest day, and payment complies with this Order No. 2022-03.

Nonexempt means an employee entitled to the overtime rate of pay under the FLSA, Title 29 U.S.C. § 207 for the hours worked beyond 40 hours in a workweek or for the Fire Department, beyond 212 in a 28-day work period.

Section 3: First Responders Emergency Pay Rate: First Responders Emergency Pay rate is the eligible first responder’s pay at time-and-one-half for all hours worked on the first responder’s regular rest day to the extent that such hours do not already result in overtime pay under the FLSA. (By illustration, if a police officer works eight hours on the police officer’s regular rest day and receives four hours of FLSA overtime for the workweek, such police officer will be eligible to receive four hours of First Responders Emergency Pay for the remaining 4 hours worked on the police officer’s rest day.)

Section 4: First Responders Emergency Pay Calculation for Overtime Purposes: First Responders Emergency Pay is outside the employee’s normal or regular working schedule under FLSA regulation 29 C.F.R. § 778.200. The extra compensation (the 0.5 times the regular pay) in the First Responders Emergency Pay rate in Section 3 above shall not be included in the first responders’ regular pay rate for computing overtime compensation as allowed under FLSA regulation 29 C.F.R. §§ 778.201, 778.202.

Section 5: Harmonize A.R.S. § 23-392(A)(1): A.R.S. § 23-392(A)(1) applied to law enforcement and not the Fire Department and states:

One and one-half times the regular rate at which the person is employed or one and one-half hours of compensatory time off for each hour worked if by the person’s job classification overtime compensation is mandated by federal law.

This Order No. 2022-03 clarifies that First Responders Emergency Pay is discretionary, not mandated by federal law. Further, compensatory time off is not available in place of First Responders Emergency Pay, neither for the Police Department nor the Fire Department. In other words, compensation with both First Responders Emergency Pay and compensatory time off for working on a rest day is prohibited.

Section 6: Ends with the Fiscal Year June 30, 2022: To both find a solution to compensate the first responders for sacrificing their rest days to serve the vital needs of the city’s residents and to protect the treasury, the First Responders Emergency Pay shall end on June 30, 2022.

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Section 6: Reassess Long-Term Solution with 2022-2023 Fiscal Year: The next few months will give staff experience implementing this First Responders Emergency Pay. Staff will learn from the experience and present long-term solutions for the City Council to consider as part of the fiscal budget process and the associated planning for the need to staff for first responders to contend with the continuing COVID-19 pandemic.

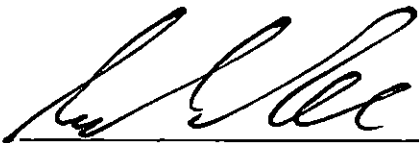
Headings: The descriptive headings of the paragraphs of this order are inserted for convenience only. They shall not control or affect the meaning or construction of this order.

Reservation of Rights. Nothing in this order alters the city's rights to implement any and all legal COVID-19 mitigation measures or lift mitigation measures. The city reserves all its rights to do so.

Severability: If any provision of this order or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity affects no other provision or application of this order. Those provisions that remain valid shall be given effect without the invalid provision or application. To achieve this purpose, the provisions of this order are declared to be severable.

Emergency: Whereas it is necessary to preserve the peace, health and safety of the City of San Luis, Arizona, an emergency is declared to exist, and this order shall become immediately operative and in force after posting this order.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this 9th day of February 2022.




Gerardo Sanchez, Mayor

ATTEST:



Sonia Cornelio, City Clerk

APPROVED AS TO FORM



Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. H.

Meeting Date: 05/25/2022

Department Head: Richard Jessup, Chief of Police, Police Department

Submitted By: Michelle Boucher, Administrative Coordinator, Police Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2218. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting the Intergovernmental Agreement between the City of San Luis and Yuma Union High School District (YUHSD) #70 for funds supporting the San Luis Police Department's participation in the School Resource Officer overtime assignment at the San Luis High School. **(Richard Jessup, Chief of Police)**

SUMMARY:

The San Luis Police Department is requesting approval of the Intergovernmental Agreement between the City of San Luis and YUHSD #70 for overtime School Resource Officer assignment at the San Luis High School. The term of this agreement shall be from the day of effectiveness which is the date set forth by the YUHSD #70 upon approval by their governing board up until the end of the fiscal year 2024-2025 and end on June 30, 2025. The agreement provides overtime funding for AZPOST sworn personnel of the San Luis Police Department to assume the role of a School Resource Officer during 180 school days for 8 hours per day or as funding allows for any time over the 8 hours work day upon request of the San Luis High School administration.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2218 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State
TOTAL:	\$88,528.00
BUDGETED AMOUNT:	YES
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	250-181-50000.110 Overtime - SRO YUHSD #70 \$88,528.00

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

The \$88,528.00 is a reimbursement amount to the San Luis Police Department for overtime worked under the SRO IGA with YUHSD #70. Funds will be released through Special Revenues funds under overtime lines 250-181-50000.110 Overtime - SRO YUHSD #70

Funds will be budgeted accordingly in FY 2022 and FY 2023.

Attachments

Resolution No. 2218

IGA YUHSD-COSL 2022-25



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2218

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 OVERTIME AND EMPLOYEE RELATED EXPENSES BY APPROVING AND AUTHORIZING THE EXECUTION OF INTERGOVERNMENTAL AGREEMENT SCHOOL RESOURCE YUMA UNION HIGH SCHOOL DISTRICT (YUHSD) # 70 AND THE CITY OF SAN LUIS, ARIZONA THROUGH THE SAN LUIS POLICE DEPARTMENT.

WHEREAS, the City of San Luis desires to increase police presence within the San Luis High School grounds through the assignment of rotational School Resource Officers, which brings a broader awareness of the school's safety needs and concerns while given the assigned officers greater experience working a school environment;

WHEREAS, the Yuma Union High School District # 70 has approved IGA Overtime and Employee Related Expenses to enhance school safety and education throughout the San Luis High School;

WHEREAS, the Yuma Union High School District # 70 has prepare an Intergovernmental Agreement which provides for all of the funds including that these funds shall not be used to supplant other funding of the San Luis Police Department no related to this IGA.

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

Section 1: That the Intergovernmental Agreement titled "SCHOOL RESOURCE OFFICER BETWEEN THE CITY OF SAN LUIS AND YUHSD." is approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any and all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona this
____ day of _____, 2022.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN

YUMA UNION HIGH SCHOOL DISTRICT #70

(San Luis High School)

AND

CITY OF SAN LUIS

through the

SAN LUIS POLICE DEPARTMENT

JULY 1, 2022 - JUNE 30, 2025

**INTERGOVERNMENTAL AGREEMENT
SCHOOL RESOURCE OFFICER**

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2022 by and between the City of San Luis (“City”), located at 1090 E. Union Street, P.O. Box 1170, San Luis, Arizona 85349, a municipal corporation and political subdivision of the State of Arizona, and Yuma Union High School District #70, a school district of the State of Arizona having its administrative offices in Yuma County, at 3150 South Avenue A, Yuma, Arizona 85364-7998 (“District”).

The District and City may be referred to singularly as the “Party” and collectively as the “Parties.” The term “Police Officer” when used in this Agreement shall refer to each individual City law enforcement personnel when assigned to serve as the School Resource Officer (“SRO”) at the School.

WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth in this Agreement, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is for the City to designate police officers to act as the school resource officer (referred to as “SRO”). Under this Agreement, the individual designated SRO may change occasionally. There will be a designated SRO for every day that School is in session for eight hours each of those days. The designated SRO will pay full-time attention to the law enforcement needs of the San Luis High School (the “School”) while on SRO duty. The SRO will work with School personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and responding appropriately to on-campus and School-related criminal activity, juvenile delinquency activity or disorderly conduct.

The goal for both Parties is to have one SRO assigned to the School which will help develop and maintain relationships between staff, students, community and the SRO. The Parties recognize the need to be flexible with SRO staffing as needed in unforeseeable situations such as promotions, retirement, disciplinary actions, and/or request by the District and/or City.

2. TERM

The term of this Agreement shall be from the day of effectiveness which is the date set forth above which is the day the last governing body approved this Agreement until the end of the 2024-2025 fiscal year, June 30, 2025.

During days that the School is not in session, the officer shall perform regular police duties determined by the Chief of Police or his designee.

3. RELATIONSHIP OF PARTIES

The City and the designated SRO shall have the status of an independent contractor of the District for purposes of this Agreement. The SRO designated to the District shall be considered an employee of the City and shall be subject to the City's control and supervision. The designated SRO will be subject to procedures in effect for San Luis Police Officers, including attendance at all mandated training to maintain his or her Arizona Peace Officer certification through the Arizona Peace Officer Standards and Training Board.

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

4. FINANCE AND BUDGET

The City of San Luis and District will mutually agree to the terms of reimbursement. Upon the District's receipt of funding for each fiscal year, the monies will be budgeted and allocated as follows:

- A. District will pay up to the budgeted amount of the SRO's salary as per the budget schedule in Attachment A. Attachment A will be submitted annually to the District before June 30th. Attachment A shall reflect the amounts due for the hourly rate of \$30.00 per hour plus the payroll-contributions for Police Officers to the Public Safety Personnel Retirement System (PSPRS), the Federal Insurance Contribution Act (FICA), Medicare, and Unemployment. The District will be invoiced for hours spent by the Police Officer at the San Luis High School, or for hours training as pertinent to their job as an SRO. The District will not be charged for vacation days, sick leave or personal leave time.
- B. District will remit quarterly payments to the City totaling the amount reflected in Attachment A. As noted above in Section (A), the District will pay the City for hourly pay plus the payroll-contributions.
- C. If the District requires that an SRO attend Arizona School Resource Officer (AZSRO) training or National Association of School Resource Officers (NASRO)

training, then the District shall pre-pay for the training before the date of the training the District is requiring of an SRO.

5. POLICE OFFICER RESPONSIBILITIES

Police Officers designated to the District shall:

- A. Be a sworn law-enforcement officer. When necessary, the SRO shall have the authority to intervene as a law-enforcement officer. No District/site administrator shall interfere with the SRO's duties as a law enforcement officer. Once order is restored, however, the SRO's role as law-enforcement educator and role model is the more typical day-to-day role.
- B. Provide a program of law and education-related issues to the School community, including parents, on such topics as tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and other safety issues in the school community.
- C. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campus served by the SRO.
- D. Provide informational in-services and be a general resource for the District's staff on issues related to alcohol, and other drugs, violence prevention, gangs, safety and security.
- E. Gather information regarding potential problems such as criminal activity, gang activity, disorderly conduct and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the School and/or students.
- F. Take the appropriate steps consistent with a certified Arizona Peace Officer's duties when a crime, juvenile delinquency, disorderly conduct or disruption of the peace occurs.
- G. Present educational programs to students and School staff on topics agreed upon by both Parties.
- H. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- I. Attempt to advise the School principal prior to taking action as a peace officer, subject to the officer's duties under the law, unless in the SRO's opinion circumstances prevent it.

- J. Not act as a School disciplinarian, nor make recommendations regarding School discipline. School Resource Officers are not to be used for regularly assigned lunchroom duties, as regular hall monitors, bus duties or other monitoring duties. If there is an unusual or temporary problem in one of these areas, the SRO may assist District employees until the problem is resolved; provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the designated SRO or the City beyond the general duties that exist for law enforcement officers within the State of Arizona.
- K. Serve on the Campus Safety Committee and collaborate on the development of the safe school plan.
- L. Show respect by treating students with respect and expressing high expectations for them.

6. TIME AND PLACE OF PERFORMANCE

The City will endeavor to have an SRO available for duty at the San Luis High School, 1250 N. 8th Avenue, San Luis, Arizona, each day that School is in session during the regular school year. The SRO's activities will be restricted to the San Luis High School grounds except for:

- A. Follow up home visits when needed as a result of School-related student problems.
- B. School-related, off-campus activities when officer participation is requested by the principal and approved by the City.
- C. In response to off-campus, but School-related, criminal activity, juvenile delinquency, or disorderly conduct.
- D. In response to emergency police activities.

7. DISTRICT RESPONSIBILITIES

District will provide the SRO an office and such equipment as is necessary at San Luis High School. This equipment shall include a telephone and filing space capable of being secured and access to a computer capable of securely accessing the City's network. The District will provide the SRO training pertaining to the rules and regulations that govern a District employee. Any additional training for the SRO will be limited to the Arizona School Resource Officers Association ("AZSROA") training or the National Association of School Resource Officers ("NASRO") training, provided the training is within 300 miles of [San Luis](#), Arizona. Attendance at training will be mutually agreed upon prior to registration. If the District requires that an SRO attend AZSRO training or

NASRO training, then the District shall pre-pay for the training before the date of the training the District is requiring of an SRO.

8. GENERAL PROVISIONS

A. Time of Essence; Binding Effect

Time is of the essence of this Agreement. Such Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties.

B. Successor and Assigns

The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

C. Waiver

If either Party fails to require the other Party to perform any provision of this Agreement, that failure does not prevent the Party from later enforcing that provision. Neither Party is released from any responsibilities or obligations imposed by law of this Agreement if the other Party fails to exercise a right or remedy.

D. Governing Law and Venue

The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance. The Parties must institute and maintain any legal action or other judicial proceedings arising from this Agreement 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.

E. Provisions Required by Law

- (i) This Agreement is subject to the conflict of interest cancellation provisions of A.R.S. § 38-511, as amended.
- (ii) The Parties warrant that they comply with all federal immigration laws that relate to their employees and with A.R.S. § 23-214, as amended, relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement.

F. Severability

If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid enforceable.

G. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

H. Attorney Fees and Costs

If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing Party may recover, as part of the action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney's fees.

I. Termination

This Agreement may be terminated by either Party if in its judgment such action is necessary due to a) funding availability or b) either Party's non-compliance with the Agreement. Any termination must be in writing, stating the reason, sent certified mail and will be effective upon thirty (30) days' notice to the other Party. Upon termination of the Agreement, the Parties shall return any property to the original owner.

J. 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, and postage prepaid,
- personal delivery by a 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 City	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

with copies to City Attorney
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

Chief of Police
City of San Luis
P.O. Box 3720
San Luis, Arizona 85349

If to the District Superintendent
Yuma Union High School District #70
3150 South Avenue A
Yuma, Arizona 85364-7998

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.

K. Integration

This Agreement contains the entire Agreement between the Parties, and no oral or written statements, promises, or inducements made by either Party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the Parties.

L. Workers' Compensation

For workers' compensation, an employee of the City (an SRO) who works under the control of the District is deemed to be an employee of both the City and the District as provided in A.R.S. § 23-1022(D). The City shall be solely liable for paying out a claim on workers' compensation benefits through the City's workers' compensation coverage for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the notice required. Specifically, "All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation." Alternatively, such other language as may be required by law.

M. Abide by Laws

The Parties agree they will comply with all federal, state, and local statutes, laws, ordinances, rules and regulations.

N. 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 the Agreement.

O. 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.

P. Amendment of the Agreement

No change or additions are to be made to this Agreement except by written amendment executed by the Parties.

Q. Indemnification

To the fullest extent permitted by law, the City and the District shall each defend, indemnify and hold the other and their respective elected officials, directors, officers, employees, and agents harmless from any and all actions, judgments, claims, demands, injuries, damages, costs, expenses and fees (including reasonable attorney's fees) of any nature or kind which arise out the negligent act or omission of the indemnifying Party, its elected officials, directors, officers, employees, or agents in performing services under this Agreement (collectively "Claims"). This duty shall be limited to the amounts set forth in the following Section, or the indemnifying Party's actual insurance coverage whichever is greater. If any Claim by a third party becomes subject to this indemnity provision, the parties to this Agreement, shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of litigation expenses and damages. The obligations under this Section Q shall survive termination of this Agreement.

R. Insurance

The City and the District shall each provide and maintain liability insurance coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. Said insurance policy shall name the other Party as an additional insured. Each

Party shall deliver to the other a certificate of insurance in a form satisfactory to the other Party. Such policies shall provide for thirty (30) days prior written notice prior to cancellation.

S. No Personal Liability

No member, official or employee of the City or District shall be personally liable to the other, or any successor or assignee, (a) if any default occurs or breach by the City or the District, (b) for any amount which may become due to the City or the District or its successor or assign, or (c) under any obligation of the City or the District under this Agreement.

T. Survival

All representations, warranties, indemnity, hold harmless and defense obligations and shall survive the expiration or earlier termination of this Agreement.

U. Force Majeure

If the District or the City 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, earthquakes, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars, material changes in applicable business laws or regulations, public health emergencies; emergency declarations, proclamations, executive orders, or other government emergency orders.

[Intentionally left blank, signatures continue on next pages]

The Parties have executed this Agreement in Yuma County, Arizona the day and year set forth above which is the day the last governing body or Party approved this Agreement. The parties have executed this Agreement on the day and year first above written.

Yuma Union High School District #70

City of San Luis

Date: this ____ day of _____, 2022

Date: this ____ day of _____, 2022

Gina Thompson, Superintendent

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

District Site Administrator

San Luis Police Department

Date: this ____ day of _____, 2022

Date: this ____ day of _____, 2022

Tim Brienza, Associate Superintendent

Richard Jessup, Chief of Police

CERTIFICATIONS

I hereby certify that I am the attorney for the Yuma Union High School District, that I have reviewed the foregoing Intergovernmental Agreement, that it is in proper form and is within the powers and authority granted under the laws of this state to such public agency.

Attorney for District

Date

I hereby certify that I am the attorney for the City of San Luis, Arizona, that I have reviewed the foregoing Intergovernmental Agreement, that it is in proper form and is within the powers and authority granted under the laws of this state to such public agency.

Kay Marion Macuil
San Luis City Attorney

Date