

**BID EVALUATION SUMMARY AND AWARD RECOMMENDATION**

1. Project: **CITY OF SAN LUIS  
MESA STREET ROADWAY IMPROVEMENTS  
(CDBG CONTRACT #119-22)**

2. Bid submission date and time: Wednesday, June 22, 2022 at 3:00 P.M.

3. Bid evaluation summary:

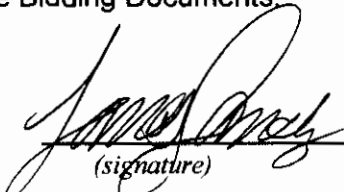
No.	Bidder	Opening Bid Amount (including 5% contingency)	Substantially responsive (yes or no)	Evaluated Bid Amount (including 5% contingency)	Rank	Remarks
1	DPE Construction, Inc.	\$2,097,900.00	Yes	\$2,097,900.00	1	None.
2	Gutierrez Canales Engineering, PC	\$2,260,848.14	Yes	\$2,347,266.18	2	None.

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

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

Bids Evaluated By:

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

  
(signature)

6/28/2022  
(date)

CITY OF SAN LUIS  
MESA STREET ROADWAY IMPROVEMENTS  
(CDBG CONTRACT #119-22)

BID TABULATION

Bid Item	Item Description	Estimated Quantities	Unit	Bidder No. 1		Bidder No. 2	
				DPE Construction, Inc.		Gutierrez Canales Engineering, PC	
				Unit Price	Total	Unit Price	Total
1	Remove Existing Asphalt (Any thickness)	2263	SY	\$ 5.00	\$ 11,315.00	\$ 9.94	\$ 22,494.22
2	Remove Existing Concrete Curb (Any Type)	48	LF	\$ 32.00	\$ 1,536.00	\$ 25.88	\$ 1,242.24
3	Remove Existing Concrete Sidewalk and Flatwork (Any Type)	433	SY	\$ 11.00	\$ 4,763.00	\$ 35.51	\$ 15,375.83
4	Remove Debris and Concrete Rumble for Retaining Wall/Roadway Construction	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 115,088.00	\$ 115,088.00
5	Remove Existing Tree/Palm Treet (Any Type, Any Size)	1	LS	\$ 33,000.00	\$ 33,000.00	\$ 2,263.00	\$ 2,263.00
6	Remove and Salvage Existing Road Closed Barricades	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 724.00	\$ 724.00
7	Remove and Salvage Existing Street Sign (Any Type)	4	EA	\$ 138.00	\$ 552.00	\$ 137.00	\$ 548.00
8	Remove and Relocate Existing Street Sign (Any Type, Match Existing)	4	EA	\$ 200.00	\$ 800.00	\$ 219.25	\$ 877.00
9	Remove and Relocate Existing Chain Link (Match Existing)	344	LF	\$ 62.00	\$ 21,328.00	\$ 192.31	\$ 66,154.64
10	Remove and Replace CMU/Mexican Brick Wall (Match Existing)	49	LF	\$ 190.00	\$ 9,310.00	\$ 126.80	\$ 6,213.20
11	Remove and Replace CMU/Mexican Brick Wall With Wrought Iron Fence (Match Existing)	39	LF	\$ 625.00	\$ 24,375.00	\$ 266.47	\$ 10,392.33
12	Pavement Structural Section No. 1 (3" AC / 8" ABC)	5795	SY	\$ 58.00	\$ 336,110.00	\$ 41.31	\$ 239,391.45
13	Import Fill and Grading for Retaining Wall Embankment	1	LS	\$ 440,000.00	\$ 440,000.00	\$ 416,610.00	\$ 416,610.00
14	3" Rock Slope Stabilizer (T=12")	2332	SY	\$ 35.00	\$ 81,620.00	\$ 41.14	\$ 95,938.48
15	Vertical Curb and Gutter (City of Yuma Std. No. 3-060)	3082	LF	\$ 18.00	\$ 55,476.00	\$ 18.32	\$ 56,462.24
16	Cross Gutter (City of Yuma Std. No. 3-085, 3-090)	1237	SF	\$ 7.00	\$ 8,659.00	\$ 13.56	\$ 16,773.72
17	Driveway and Parkway (City of Yuma Std. No. 3-105, T=6")	4018	SF	\$ 10.00	\$ 40,180.00	\$ 9.47	\$ 38,050.46
18	Sidewalk (City of Yuma Std. No. 3-135)	8970	SF	\$ 6.00	\$ 53,820.00	\$ 7.27	\$ 65,211.90
19	Sidewalk Ramp (City of Yuma Std 3-145)	778	SF	\$ 10.00	\$ 7,780.00	\$ 19.09	\$ 14,852.02
20	Sidewalk Ramp - Straight Section (City of Yuma Std 3-150)	97	SF	\$ 25.00	\$ 2,425.00	\$ 33.50	\$ 3,249.50
21	Depressed Sidewalk (Sheet D-2, Detail 2)	68	SF	\$ 35.00	\$ 2,380.00	\$ 62.61	\$ 4,257.48
22	KeyStone Retaining Wall	1	LS	\$ 432,073.00	\$ 432,073.00	\$ 421,275.00	\$ 421,275.00
23	Steel Tube Fence (Sheet D-1, Detail 2)	296	LF	\$ 350.00	\$ 103,600.00	\$ 356.39	\$ 105,491.44
24	Guard Rail (W-Beam With Steel Post, ADOT Std. No. 10.04)	65	LF	\$ 165.00	\$ 10,725.00	\$ 267.90	\$ 17,413.50
25	Adjust Existing Water Meter to Finish Grade with New Box and Cover (City of Yuma Std. No. 5-035)	12	EA	\$ 1,000.00	\$ 12,000.00	\$ 764.50	\$ 9,174.00
26	Adjust Existing Water Valve to Finish Grade with New Frame and Cover (City of Yuma Std. No. 5-075)	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 777.75	\$ 3,111.00
27	Adjust Existing Sanitary Sewer Manhole to Finish Grade with New Frame and Cover (City of Yuma Std. No. 6-040)	2	EA	\$ 1,600.00	\$ 3,200.00	\$ 2,395.00	\$ 4,790.00
28	Survey Monument (City of Yuma Std. No. 4-030)	6	EA	\$ 850.00	\$ 5,100.00	\$ 470.67	\$ 2,824.02
29	Catch Basin Type F Triple (City of Yuma Std. 11-030)	3	EA	\$ 10,500.00	\$ 31,500.00	\$ 10,614.00	\$ 31,842.00
30	24" Dia. SDR-35 Stormdrain	237	LF	\$ 260.00	\$ 61,620.00	\$ 598.90	\$ 141,939.30
31	5' Dia. Concrete Manhole (City of Yuma Std. 6-025)	2	EA	\$ 19,750.00	\$ 39,500.00	\$ 33,483.50	\$ 66,967.00
32	Connection to Irrigation Stand Box on East Main Canal Pipeline (Sheet D-4, Detail 1)	1	LS	\$ 9,800.00	\$ 9,800.00	\$ 58,239.00	\$ 58,239.00
33	Stop Sign (MUTCD R1-1)	5	EA	\$ 350.00	\$ 1,750.00	\$ 328.80	\$ 1,644.00
34	Speed Limit Sign (MUTCD R2-1 25 MPH)	3	EA	\$ 350.00	\$ 1,050.00	\$ 328.67	\$ 986.01
35	No Parking Any Time Sign (MUTCD R7-1)	3	EA	\$ 250.00	\$ 750.00	\$ 274.00	\$ 822.00
36	Do Not Enter, Wrong Way Sign (MUTCD R5-1, R5-1a)	1	EA	\$ 300.00	\$ 300.00	\$ 343.00	\$ 343.00
37	Pavement Marking, 12" Solid White Thermoplastic Stop Bar (12SW)	109	LF	\$ 14.00	\$ 1,526.00	\$ 13.70	\$ 1,493.30
38	Pavement Marking, 6" Solid Double Yellow Thermoplastic (6SDY)	1436	LF	\$ 6.00	\$ 8,616.00	\$ 5.48	\$ 7,869.28
39	Pavement Marking, 6" Solid White Thermoplastic (6SW)	147	LF	\$ 3.00	\$ 441.00	\$ 2.75	\$ 404.25
40	Pavement Marking, Straight Arrow Thermoplastic White	2	EA	\$ 300.00	\$ 600.00	\$ 274.00	\$ 548.00

CITY OF SAN LUIS  
MESA STREET ROADWAY IMPROVEMENTS  
(CDBG CONTRACT #119-22)

BID TABULATION

41	Street Light 2.5" Electrical Conduit With Pull Tape	964	LF	\$ 30.00	\$ 28,920.00	\$ 46.59	\$ 44,912.76
42	Street Light Junction/Pull Box (Junction/Pull Box Supplied by APS)	9	EA	\$ 500.00	\$ 4,500.00	\$ 2,033.67	\$ 18,303.03
43	Storm Water Pollution Prevention Plan	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 27,854.00	\$ 27,854.00
44	Maintenance and Protection of Traffic	1	LS	\$ 14,500.00	\$ 14,500.00	\$ 18,563.00	\$ 18,563.00
45	Construction Staking	1	LS	\$ 52,000.00	\$ 52,000.00	\$ 56,513.00	\$ 56,513.00

<b>TOTAL =</b>	<b>\$1,998,000.00</b>	<b>\$2,235,491.60</b>
<b>5% CONTINGENCY SUBTOTAL =</b>	<b>\$99,900.00</b>	<b>\$111,774.58</b>
<b>TOTAL ESTIMATED PROJECT COST =</b>	<b>\$2,097,900.00</b>	<b>\$2,347,266.18</b>

Comments:  
 Bid received by Bidder 1 did not presented any errors. Bid received by Bidder 2 presented a summing error (as-read bid amount was \$2,260,848.14).  
 DPE Construction, Inc is the lowest responsive bidder (Bid amount \$2,097,900.00).

## EXAMINATION OF BID

Project: CITY OF SAN LUIS  
 MESA STREET ROADWAY IMPROVEMENTS  
 (CDBG CONTRACT #119-22)

Bidder: DPE Construction, Inc.  
 1636-A E. 20<sup>th</sup> Street  
 Yuma, Arizona, 85365

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.
PK-8 thru 10: LS-2	Filled out, signed, and submitted.	No comment.
PK-11 thru 19: Certification and Signature Form	Signed and submitted.	No comment.
PK-20 thru 29: Wage Rate Determination	Submitted with proposal.	No comment.
PK-30: Section 3 Clause	Submitted with proposal.	No comment.
PK-31: S3B-1 Section 3 Assurance	Filled out, signed, and submitted.	No comment.
PK-32: S3B-2 Perm & Project Workforce Breakdown	Filled out, signed, and submitted.	No comment.
PK-33: S3B-3 Business Self- Certifications	Filled out, signed, and submitted.	No comment.
PK-34: S3C-1A Worker Self Certification	Filled out, signed, and submitted.	No comment.
PK-35: S3C-1B Worker Employer Certifications	Filled out, signed, and submitted.	No comment.

<b>BIDDING DOCUMENT</b>	<b>REQUIREMENT</b>	<b>REMARKS</b>
PK-36: S3C-1C Targeted Worker Self Certification	Filled out, signed, and submitted.	No comment.
PK-37: S3C-1D Targeted Worker Employee Certification	Filled out, signed, and submitted.	No comment.
PK-38 thru 39: S3P-1 Section 3 Notice	Filled out, signed, and submitted.	No comment.
PK-40 thru 42: S3P-2 Sample Employment Survey	Filled out, signed, and submitted.	No comment.
PK-43: S3R-1C Section 3 Contractor Report	Filled out, signed, and submitted.	No comment.
PK-44 thru 47: Contractor's Qualification Statement	Filled out, signed, and submitted.	No comment.

# 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: Mesa Street Roadway Improvements  
(CDBG Contract # 119-22)

**COPY**

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 [Specifications], City of San Luis Supplemental to the MAG Uniform Standard Specification and Details for Public Works Construction [Specifications], and the City of Yuma Construction Standard Detail Drawings [Details], 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 10 (ten) calendar days;

Understands that the work shall be completed within 120 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	May 26, 2022	Addendum #2	June 14, 2022

(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  
 Mesa Street Roadway Improvements  
 (CDBG CONTRACT # 119-22)  
 For: City of San Luis, Arizona

BIDDER FIRM: \_\_\_\_\_  
 DPE Construction, Inc.

<i>Item No.</i>	<i>Item Description</i>	<i>Estimated Quantities</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
1	Remove Existing Asphalt (Any thickness)	2263	SY	\$ 5.00	\$ 11,315.00
2	Remove Existing Concrete Curb (Any Type)	48	LF	\$ 32.00	\$ 1,536.00
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6	Remove and Salvage Existing Road Closed Barricades	1	LS	\$ 2,500.00	\$ 2,500.00
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19	Sidewalk Ramp (City of Yuma Std 3-145)	778	SF	\$10.00	\$ 7,780.00

<b>Item No.</b>	<b>Item Description</b>	<b>Estimated Quantities</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
20	Sidewalk Ramp - Straight Section (City of Yuma Std 3-150)	97	SF	\$25.00	\$2,425.00
21	Depressed Sidewalk (Sheet D-2, Detail 2)	68	SF	\$ 35.00	\$ 2,380.00
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31	5' Dia. Concrete Stormdrain Manhole (City of Yuma Std. 6-025)	2	EA	\$19,750.00	\$ 39,500.00
32	Connection to Irrigation Stand Box on East Main Canal Pipeline (Sheet D-4, Detail 1)	1	LS	\$9,800.00	\$ 9,800.00
33	Stop Sign (MUTCD R1-1)	5	EA	\$350.00	\$ 1,750.00
34	Speed Limit Sign (MUTCD R2-1 25 MPH)	3	EA	\$350.00	\$ 1,050.00
35	No Parking Any Time Sign (MUTCD R7-1)	3	EA	\$ 250.00	\$750.00
36	Do Not Enter, Wrong Way Sign (MUTCD R5-1, R5-1a)	1	EA	\$300.00	\$ 300.00
37	Pavement Marking, 12" Solid White Thermoplastic Stop Bar (12SW)	109	LF	\$ 14.00	\$ 1,526.00
38	Pavement Marking, 6" Solid Double Yellow Thermoplastic (6SDY)	1436	LF	\$6.00	\$ 8,616.00
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40	Pavement Marking, Straight Arrow Thermoplastic White	2	EA	\$ 300.00	\$600.00

Item No.	Item Description	Estimated Quantities	Unit	Unit Price	Total
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43	Storm Water Pollution Prevention Plan	1	LS	\$ 15,000.00	\$ 15,000.00
44	Maintenance and Protection of Traffic	1	LS	\$ 14,500.00	\$ 14,500.00
45	Construction Staking	1	LS	\$ 52,000.00	\$ 52,000.00

TOTAL \$ 1,998,000.00  
5% CONTINGENCY SUBTOTAL \$ 99,900.00  
TOTAL BASE BID AMOUNT \$ 2,097,900.00

TOTAL BASE BID AMOUNT IN WORDS Two Million, Ninty-Seven thousand and Nine Hundred Thousand W/ 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. A 080704

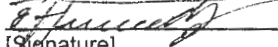
The Bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is \$ 10,000.00 and that the Bidder's actual volume of work has not exceeded the contemplated gross volume pursuant to Arizona Administrative Code, Title 4 Chapter 9 [Authority: ARS §32-1101 et seq.]

Respectfully Submitted,

Bidder Firm DPE Construction, Inc.

Address 1636 E 20th Street

City, State, ZIP Yuma AZ 85365

By   
[Signature]

Name Esteban Hernandez

Title Estimator

Date 06/22/2022

ATTEST:  
[If Bidder is an Individual]

Witness: \_\_\_\_\_  
[Signature] [Date]

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

# BID SURETY BOND

Project Name: City of San Luis  
Mesa Street Roadway Improvements  
(CDBG CONTRACT # 119-22)

For: City of San Luis, Arizona


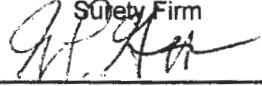
KNOW ALL MEN BY THESE PRESENTS:

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 Mesa Street Roadway Improvements (CDBG Contract # 119-22).

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 22nd day of June, 2022.

<u>DPE Construction, Inc.</u> Principal Firm	[Seal]	<u>Western Surety Company</u> Surety Firm	[Seal]
 Principal Signature		 Surety Signature	
<u>Esteban Hernandez</u> Name and Title	<u>Estimator</u>	<u>Gregory P. Griffith, Attorney-in-fact</u> 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 22nd day of June, 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.

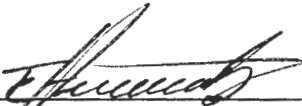
# NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis  
Mesa Street Roadway Improvements  
(CDBG CONTRACT # 119-22)

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.

Description of CONTRACT:

  
\_\_\_\_\_  
Signature of Bidder

Esteban Hernandez, Estimator  
\_\_\_\_\_

Title  
\_\_\_\_\_


DPE Construction, Inc.  
\_\_\_\_\_

Business Name  
\_\_\_\_\_

1636 East 20th Street, Yuma, AZ 85365  
\_\_\_\_\_

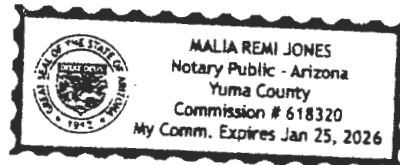
Address

Subscribed and sworn to before me this 22nd day of June, 2022.

  
\_\_\_\_\_  
Notary Public

Notary Public in and for the County of Yuma, State Arizona.

My Commission Expires Jan 25, 2026.



Recipient: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
Activity No.: \_\_\_\_\_ Activity Name: \_\_\_\_\_

**LS-2: CONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

1. I, the undersigned, am submitting a bid to (**name of recipient**): City of San Luis  
for the construction of the (**name of project**): Mesa Street Roadway Improvements and hereby  
acknowledge that the following items are included in the bid and will also be incorporated by  
reference into the contract, should I be selected as the contractor for the project.
  - a. Labor Standards Provisions (HUD 4010);
  - b. Wage Decision # AZ20220021; Modification # \_\_\_\_\_; Bid Open Date \_\_\_\_\_; and that
  - c. the correction of any infractions of the aforesaid conditions, including infractions by any  
of my sub-contractors and any lower tier sub-contractors, is my responsibility.
  
2. I hereby certify that:
  - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have  
a substantial interest, is designated as an ineligible contractor by the Comptroller General of the  
United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29  
CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-  
2(a)].
  - b. No part of the aforementioned contract is or will be sub-contracted to any sub-contractor, if  
such sub-contractor or firm, corporation, partnership or association in which such sub-  
contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible  
contractor pursuant to any of the aforementioned regulatory or statutory provisions.
  
3. I agree to obtain and forward to the aforementioned grantee a Sub-contractor's Certification  
Concerning Labor Standards and Prevailing Wage Requirements executed by each and every sub-  
contractor, preferably prior to or where circumstances do not allow within ten (10) days after the  
execution of any sub-contract, including those executed by his/her sub-contractors and any lower  
tier sub-contractors.
  
4. Further, I certify that:
  - a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
\$	1	11	N	N	86-0839521	020510970	N	DPE Construction, Inc. 1636 East 20th Street Yuma, AZ 85365	General Engineering "A" 080704

\* See Demographic and Trade Code table below for information

Demographic and Trade Codes	
Race	Type of Trade Code
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

- a sole proprietorship;  
 a partnership;  
 a corporation organized in the State of Arizona; or  
 another organization (describe) \_\_\_\_\_

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Donald R. Peterson	President	1636 East 20th Street, Yuma, AZ 85365
James G. Allen	Vice President	1636 East 20th Street, Yuma, AZ 85365
Robert N. Ricker	Secretary	1636 East 20th Street, Yuma, AZ 85365

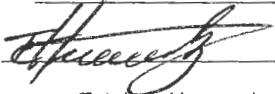
- d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
NONE		

- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>
NONE		

5. I hereby certify that I have the legal authority to complete and submit this document on behalf of:

- a. Name of Contractor: DPE Construction, Inc.
- b. Signature (in ink): 
- c. Typed or Printed Name: Esteban Hernandez
- d. Title: Estimator
- e. Date: 06/22/2022

**WARNING:** U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

## CERTIFICATIONS

### CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

**Civil Rights Act of 1964, Title VI**, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

**And, Civil Rights Act of 1968, Title VIII**, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

**And, Rehabilitation Act of 1973, Section 503**, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

**And, Housing and Community Development Act of 1974, Section 109**, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

**And, Age Discrimination Act of 1975**, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

**And, Americans with Disabilities Act of 1990**, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

**And, Executive Order 11063**, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

**And, Executive Order 11246**, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in one (1) year.

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

## **EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503**

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
  - a. Recruitment, advertising and job application procedures;
  - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - c. Rates of pay or any other form of compensation and changes in compensation;
  - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
  - e. Leaves of absence, sick leave or any other leave;

- f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
  - g. Activities sponsored by the contractor including social or recreational programs; and
  - h. Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
  3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
  4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
  5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.

6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

### **PROCUREMENT OF RECOVERED MATERIALS**

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

### **ACCESS TO RECORDS AND RECORDS RETENTION**

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives* to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

## CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Recipient* or *Consultants*.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient* or *Consultants* that develops at any time during this contract will be immediately disclosed to the *Recipient* and *Consultants*.

## ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

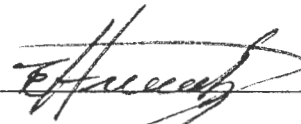
## CERTIFICATIONS SIGNATURE FORM

*Return this page with proposal.*

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Esteban Hernandez

\_\_\_\_\_  
(Typed Name of Official)



\_\_\_\_\_  
(Signature of Official)

**INCLUDE A COPY OF THE CURRENT  
WAGE RATE DECISION**

PK 20

"General Decision Number: AZ20220021 02/25/2022

Superseded General Decision Number: AZ20210021

State: Arizona

Construction Type: Heavy

HEAVY CONSTRUCTION, Includes Water and Sewer Lines and Heavy Construction on Treatment Plant Sites

County: Yuma County in Arizona.

HEAVY CONSTRUCTION PROJECTS (DOES NOT INCLUDE DAM CONSTRUCTION)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$15.00 per hour (or	
	the applicable wage rate	
	listed on this wage	
	determination, if it is	
	higher) for all hours	
	spent performing on the	
	contract in 2022.	
If the contract was awarded on	. Executive Order 13658	
or between January 1, 2015 and	generally applies to the	
January 29, 2022, and the	contract.	

contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$11.25 per hour (or the
	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2022.
_____	_____

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

CARP0408-006 07/01/2021

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 30.63	13.49

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ELEC0570-009 12/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 29.49	18%+6.00

ZONE DEFINITIONS-

Zone A: the area within a thirty-nine (39) mile radius from a base point at the Tucson Town Hall.

Zone B: 40 to 74 mile radius from the town hall in Tucson- an additional \$ 3.50 per hour

Zone C: 75 mile radius from the town hall in Tucson to the outer limits of the geographic jurisdiction- an additional \$ 7.50 per hour

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ENGI0428-011 06/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 28.59	12.12
Group 2.....	\$ 31.86	12.12
Group 3.....	\$ 32.94	12.12

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Small Self-Propelled Compactor (with blade), Bobcat/Skidsteer/Skid Loader, Oiler

GROUP 2: Self-Propelled Compactor (with blade), Bulldozer, Grader/Blade (rough), Scraper

GROUP 3: Grader/Blade (finish)

-----  
PAIN0086-002 04/01/2017

	Rates	Fringes
PAINTER (Brush Only).....	\$ 19.58	6.40

-----  
\* SUAZ2012-010 05/17/2012

	Rates	Fringes
BRICKLAYER.....	\$ 21.00	0.00
CARPENTER (Form Work Only).....	\$ 22.50	5.97
CEMENT MASON/CONCRETE FINISHER....	\$ 17.83	3.45
IRONWORKER, REINFORCING.....	\$ 20.66	13.59
IRONWORKER, STRUCTURAL.....	\$ 20.59	13.85
LABORER: Asphalt Raker/Shoveler/Spreader.....	\$ 15.76	4.42
LABORER: Common or General.....	\$ 16.00	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 17.00	4.55
LABORER: Grade Checker.....	\$ 18.14	4.55
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.91 **	0.00
LABORER: Pipelayer.....	\$ 14.52 **	2.35
LABORER: Power Tool Operator....	\$ 16.55	4.20
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.14	2.31
OPERATOR: Crane.....	\$ 20.76	4.42
OPERATOR: Drill.....	\$ 23.99	7.60
OPERATOR: Forklift.....	\$ 19.86	4.75

OPERATOR: Loader (Front End).....\$ 18.25	4.58
OPERATOR: Mechanic.....\$ 17.41	4.03
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 17.07	3.20
OPERATOR: Roller.....\$ 21.13	8.36
OPERATOR: Screed.....\$ 16.82	2.52
OPERATOR: Tractor.....\$ 24.43	7.70
OPERATOR: Trencher.....\$ 16.11	2.25
OPERATOR: Broom/Sweeper.....\$ 15.40	2.45
PAINTER: Pavement Marking/Parking Lot Striping.....\$ 19.94	4.10
PAINTER: Roller and Spray.....\$ 20.65	4.45
PIPEFITTER.....\$ 27.00	12.03
TRUCK DRIVER: Dump Truck.....\$ 14.43 **	1.16
TRUCK DRIVER: Flatbed Truck.....\$ 16.84	3.51
TRUCK DRIVER: Water Truck.....\$ 14.10 **	2.21

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

\*\* Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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**THIS CLAUSE MUST BE INCLUDED IN ALL SECTION 3 COVERED RFPs, RFQs, BIDS AND CONTRACTS**

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

THIS DOCUMENT AND A COMPLETE PERMANENT AND PROJECT WORKFORCE BREAKDOWN SPREADSHEET (FORM S3B-1) MUST BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS

Section 3 Assurances (Form S3B-1)

Name of Official Representative	Esteban Hernandez
Business/Contractor Name	DPE Construction
Project Name or Bid Number	Mesa Street Roadway Improvements CDBG Contract # 119-22

I, the undersigned, as official representative of the above-named business/contractor hereby certify that:

1. A complete permanent and project workforce breakdown form (S3B-2) has been submitted with this bid for the above-named business/contractor and each subcontractor that is known to be a party to this project.
2. The above-named business will comply with Section 3 requirements, to include recordkeeping and reporting, and will cause any subcontractor to comply with Section 3 requirements, to include recordkeeping and reporting, for the above-named project
3. The above-named business/contractor will make, and cause any subcontractor to make every attempt to hire qualified Section 3 and Targeted Section 3 workers for any unfilled positions.
4. The above-named business/contractor will make every attempt to hire subcontractors that are Section 3 businesses.
5. I understand that failure to comply may result, in whole or in part, in contract cancellation, termination or suspension.

  
Signature

06-22-2022  
Date



Section 3 Business Self-Certification Form (S3B-3)  
WE ARE NOT A SECTION 3 BUSINESS

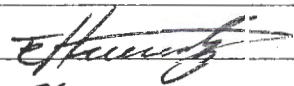
A Section 3 Business shall **certify** and provide evidence the business is a Section 3 Business as defined in Section 24 CRF 75.

Business Name DPE Construction, Inc. WE ARE NOT A SECTION 3 BUSINESS  
 Address 1636 East 20th Street  
 City, State, Zip Code Yuma, AZ 85365  
 Federal ID Number 86-0839521  
 Contact Person Esteban Hernandez

√	
	The business named above is 51% or more owned and controlled by very-low or low-income persons.
	The business named above is 51% or more owned and controlled by public housing residents or residents currently residing in Section-8 assisted housing.
	Over 75% of the labor hours worked during the past three months by employees of the business named above were performed by employees who are very-low or low-income, or YouthBuild participants.

I hereby certify that:

1. The undersigned has the legal authority to make these certifications on behalf of the named business.
2. Documentation exists to verify the basis for this self-certification.
3. Documentation will be made available to the recipient, the State of Arizona, the US Department of Housing and Urban Development, or their designated representatives during normal business hours upon request.
4. I am aware that both I and the business named above are liable for civil or criminal penalties for willful falsification of any information provided in this document.

Name of Person Completing Form Esteban Hernandez  
 Title of Person Completing Form Estimator  
 Signature   
 Date 06-22-2022



Section 3 Worker Employer Certification Form (S3C-1B)

An employer of a Section 3 Worker seeking preference in training and employment shall certify and maintain evidence the worker is a Section 3 Worker as defined in Section 24 CRF 75.

Name of Employee \_\_\_\_\_ N/A \_\_\_\_\_

√	
	I have reviewed the HUD income chart for the current year. The employee named above has an income that is currently below 80 percent of the median income for their family size based on my calculation of what the employee's wage rate would translate to if annualized on a full-time basis.
	The employee was hired within the past five (5) years. I have reviewed the HUD income chart for the year the employee named above was hired. At the time of hire, the employee named above had an income that was below 80 percent of the median income for their family size.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Employer Name \_\_\_\_\_ N/A \_\_\_\_\_  
 Employer Representative Name \_\_\_\_\_ N/A \_\_\_\_\_  
 Signature of Employer Representative \_\_\_\_\_ N/A \_\_\_\_\_  
 Date \_\_\_\_\_ N/A \_\_\_\_\_

Targeted Section 3 Worker Self-Certification Form (S3C-1C)

A Section 3 Worker seeking the preference in training and employment shall certify or submit evidence to the recipient, contractor, or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CRF 75.

Name of Worker \_\_\_\_\_ N/A \_\_\_\_\_

√	
	I am a YouthBuild participant.
	I was hired within the past five years and at the time of my hire was a YouthBuild participant.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

N/A N/A

Signature \_\_\_\_\_ Date \_\_\_\_\_

Targeted Section 3 Worker Employer Certification Form (S3C-1D)

An employer of a Section 3 Worker seeking the preference in training and employment shall certify and maintain evidence the worker is a Section 3 Worker as defined in Section 24 CRF 75.

Name of Employee \_\_\_\_\_ N/A \_\_\_\_\_

√	
	The employee named above resides within the project area as defined in the bid documents.
	The employee named above was hired within the past five years. At the time of hire, the employee resided within the project area as defined in the bid documents.
	I have certified this business as a Section 3 business and the employee is part of the business's permanent workforce.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Employer Name \_\_\_\_\_ N/A \_\_\_\_\_

Employer Representative Name \_\_\_\_\_ N/A \_\_\_\_\_

Signature of Employer Representative \_\_\_\_\_ N/A \_\_\_\_\_

Date \_\_\_\_\_ N/A \_\_\_\_\_

# JOBS! JOBS! JOBS!

Section 3 Notice – Employment and Training Positions Available (Form S3P-1)

**Name:** *[recipient or contractor/sub-contractor]*

**Project:** *[describe project]*

**Project Area:** *[one-mile radius or larger if fewer than 5,000 people within one mile radius]*

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To comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended by the Housing and Community Development Act of 1992, and implementing regulations, *[name of recipient, contractor or sub-contractor]* hereby notifies all labor organizations or representatives of workers with whom it has a collective bargaining agreement or other understanding and all employees or applicants for training and employment that it will **give preference in filling new positions and in all training opportunities to persons who meet the requirements stated below.** *All persons must meet the minimum qualifications of the position to be considered for employment/training.*

1. Resides within the project area *[describe]*; or
2. Has an income for the previous or annualized calendar year that is below the HUD very-low or low-income limit; or
3. Is employed by a Section 3 business; OR
4. Is a YouthBuild participant.

***It is the responsibility of the applicant to document his/her status in any of the categories described above.***

*[Contractor/sub-contractor]* will be accepting applications for the following positions on *[date]* at *[location]*:

**Positions that will be available:**

<u>Title</u>	<u>Number</u>	<u>Minimum Qualifications</u>
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**Training and apprenticeship positions that will be available:**

<u>Title</u>	<u>Number</u>	<u>Minimum Qualifications</u>
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For further information, including requests relating to accessibility needs, please contact:

[Name]

[Address]

[Phone Number, TTY, E-mail]

[Recipient should consult with the ADOH to determine if this notice should be posted in languages other than English.]

Sample Employment Survey (Form S3P-2)

**NOTE: Consult the ADOH to determine if this form should be translated into another language.**

The [recipient] anticipates receiving federal housing and community development funds from the State of Arizona Department of Housing to undertake activities to improve the community. As a result of this funding, the [recipient] will be hiring additional staff and/or contractors in the near future to do various types of construction and related work. The [recipient] and/or contractors will be employing people with various types and ranges of skills. If you are interested in this type of employment, please complete the form on the reverse side and return it to the address indicated below. This form also asks whether you would be interested in training in any of these occupations and any special work-related needs you may have. You may be notified at a later date as to any further action you must take to be considered for employment, training or work-related services.

If you have further questions or special accessibility needs, please contact [name] at [phone number or TTY].

Return this form to: [recipient name and address]

Name	
Address	
City, State, Zip Code	
Phone Number	
E-mail Address	

Please indicate any services you would need to enable you to accept employment or participate in job training:

<input checked="" type="checkbox"/>	
<input type="checkbox"/>	Child care
<input type="checkbox"/>	Transportation
<input type="checkbox"/>	Clothing
<input type="checkbox"/>	English as a second language
<input type="checkbox"/>	Other:

Please indicate office skills that you have:

<input checked="" type="checkbox"/>	
<input type="checkbox"/>	Typing. Words per minute:
<input type="checkbox"/>	Filing
<input type="checkbox"/>	Software programs (list):
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:

Please indicate construction skills that you may have or would like training for in the table on the following page.

Job Category	I would like training in this area ✓	Length of Experience			
		0-3 Months ✓	4-6 months ✓	7 months-1 year ✓	More than 1 year ✓
Plumbing					
Carpentry					
Roofing					
Painting					
Interior					
Exterior					
Sewer					
Landscaping					
Sprinklers					
Plants					
Lawns					
Tree Pruning					
Tree Cutting					
Stump Removal					
Drywall					
Tile Flooring					
Carpet Laying					
Insulation					
Brick Layer					
Electrician					
Residential					
Commercial					
Laborer					
Cement Mason					

S3R-1C – Section 3 Contractor Report

<https://housing.az.gov/sites/default/files/documents/files/S3R-1R%20Section%203%20Recipient%20Report%20Forms%20REV.%207.1.2021.xlsx>



Enter information only in green-shaded cells.

N/A

Contractor Name 0  
 Reporting Period Begin Date 0  
 Reporting Period End Date 0

Subcontractor Name	Subcontractor Federal ID Number	Subcontractor Address	City, State, Zip Code	Select Trade, Service, Professional Service or Supply from the dropdown menu	Section 3 Business (Enter 1 for Yes or 0 [zero] for No)	Enter the Date of Contract	Enter the Dollar Amount of the Contract
N/A							

## CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath to the truth and correctness of all statements and of all answer to questions made hereinafter.

**SUBMITTED TO:** City of San Luis

**ADDRESS:** 1090 East Union Street  
PO Box 1170  
San Luis, AZ 85349

**SUBMITTED BY:** DPE Construction, Inc.

**NAME:** Esteban Hernandez

**ADDRESS:** 1636 East 20th Street  
Yuma, AZ 85365

### PRINCIPAL OFFICE:

- Corporation  
 Partnership  
 Individual

- Joint Venture  
 Other

1. How many years has your organization been in business as a general contractor?  
43 Years
2. How many years has your organization been in business under its present business name?  
43 Years
  - a. Under what other or former names has your organization operated?  
Don Peterson Engineering, Inc.
3. If a corporation, answer the following:
  - a. Date of incorporation: May 1980
  - b. State of incorporation: Arizona
  - c. President's name: Donald R. Peterson
  - d. Vice-president's name(s): James G. Allen
  - e. Secretary's name: Robert N. Ricker
  - f. Treasurer's name: N/A
4. If an individual or a partnership, answer the following:
  - a. Date of organization: N/A
  - b. Name and address of all partners (state whether general or limited partnership):  
N/A

5. If other than a corporation or partnership, describe organization and name principals:  
N/A
6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers. List states in which partnership or trade name is filed.  
Arizona - 080704 A General Engineering  
090323 B-1 General Contractor  
California - 655840 A General Contractor
7. We normally perform the following work with our own forces:  
Earthwork and Grading  
Underground Utilities  
Site Concrete  
Paving
8. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:  
No
9. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.  
No
10. On a separate sheet, list major construction projects your organization has in process, giving the name of project, owner, architect, contract amount, percent complete, and scheduled completion date.  
See Attached
11. On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.  
See Attached
12. On a separate sheet, list the construction experience of the key individuals of your organization.  
See Attached Resumes

13. Trade references:

1. Sellers Petroleum - 821 South Pacific Ave      Attn: Jeff  
Yuma, AZ 85365  
928-329-0777
2. Valley Sand and Gravel - 3206 East Highway 95      Attn: Mitch  
Yuma, AZ 85365  
928-783-5191
3. Yuma Winnelson Co. - 1275 South Pacific Ave      Attn: Michael  
Yuma, AZ 85365  
928-341-1993

14. Bank references:

First Bank Yuma  
2799 S. 4th Ave  
Yuma, AZ 85364

Silvia Gunderman  
928-783-3334

15. Name of bonding company and name and address of agent:

Constructors Bonding, Inc. PO Box 36797 Las Vegas, NV 89133

16. Attach a financial statement, audited if available, including Contractor's latest balance sheet and income statement showing the following items:

- a. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):

See Attachment

- b. Net fixed assets:

See Attachment

- c. Other assets:

See Attachment

- d. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes):

See Attachment

- e. Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings):

See Attachment

- f. Name of firm preparing financial statement and date thereof:

See Attachment

g. Is this financial statement for the identical organization named on page one?

Yes

h. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary):

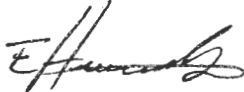
N/A

i. Will this organization act as guarantor of the contract for construction?

Yes

17. Dated at DPE Construction, Inc. 1636 East 20th Street, Yuma, AZ this 22nd day of June, 2022.

Name of organization: DPE Construction, Inc.



By: Esteban Hernandez

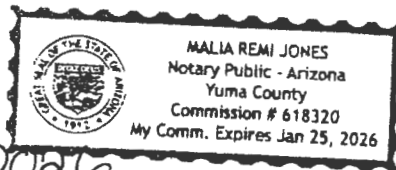
Title: Estimator

18. Esteban Hernandez being duly sworn deposes and says that he/she is the Estimator of DPE Construction, Inc. Contractor(s), and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 22nd day of June 2022.

Malia Remi Jones  
Notary Public

My commission expires: Jan 25, 2026



Don Peterson Enterprises, Inc.  
Balance Sheet  
March 31, 2022

	DPE
<b>ASSETS</b>	
<b>CURRENT ASSETS</b>	
Cash in Bank	\$ (269,162.61)
Other Prepaid Expenses	
Inventory	
Prepaid Causality Insurance	\$ -
Loan receivable- Employees	
Earned Not Billed	\$ 870,618.00
Accounts Receivable	\$ 3,813,228.37
Reserve for Bad Debt	
Investment in subsidiaries	
<b>TOTAL CURRENT ASSETS</b>	<b>\$ 4,414,683.76</b>
 <b>FIXED ASSETS</b>	
Equipment	\$ 10,816,023.68
Accumulated Depreciation	\$ (8,228,998.93)
Work In Progress	\$ 368,196.00
Prepaid Loan Fees	
<b>TOTAL FIXED ASSETS</b>	<b>\$ 2,955,220.75</b>
 <b>OTHER ASSETS</b>	
Other Receivables	
Loan Receivable-Peterson	\$ 809,393.16
Advances to Shareholder	
Deposits	
Goodwill	
Accumulated Amortization	
<b>TOTAL OTHER ASSETS</b>	<b>\$ 809,393.16</b>

	<u>DPE</u>
<b>TOTAL ASSETS</b>	<b>\$ 8,179,297.67</b>
<b>LIABILITIES AND EQUITY</b>	
<b>CURRENT LIABILITIES</b>	
Current Portion Long Term Debt	\$ 597,794.55
Notes payable	\$ -
Accounts Payable	\$ 946,344.60
Credit Card Payables	\$ 34,520.14
Lines of Credit	\$ -
Worker's Compensation Payable	\$ (741.09)
Accrued Wages	\$ 225,678.65
Property Tax Payable	\$ 36,477.02
Sales Tax Payable	\$ -
Billed Not Earned	\$ 414,291.00
Income Tax Payable	\$ -
Other Accrued Expenses	\$ -
Accrued Payroll Accruals, Taxes, Pension	\$ 129,034.64
Other Employee Withholding	
<b>TOTAL CURRENT LIABILITIES</b>	<b>\$ 2,383,399.51</b>
<b>LONG TERM LIABILITIES</b>	
Current Portion Long Term Debt	\$ (597,794.55)
Notes Payable	\$ 1,527,905.55
Due affiliates	\$ 569,161.88
Notes Payable Peterson	\$ -
PPP - Note Payable	\$ -
<b>TOTAL LONG TERM LIABILITIES</b>	<b>\$ 1,499,272.88</b>
<b>STOCKHOLDER'S EQUITY</b>	
Common Stock	\$ 5,000.00
Additional Paid In Capital	
Shareholder's Draw	
Retained Earnings	\$ 4,110,605.00

Intercompany Account  
Current Earnings  
**LIABILITIES AND EQUITY**

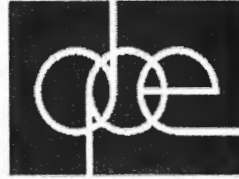
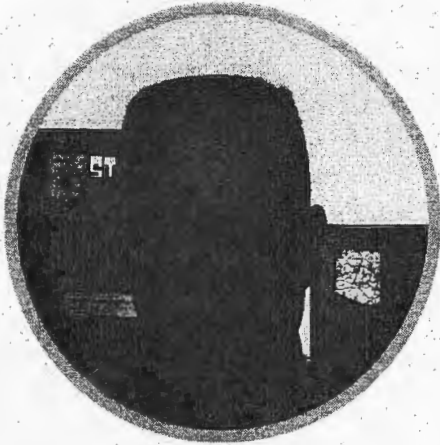
	<u>DPE</u>
	\$ (595,473.96)
	\$ 776,494.24
	<u>\$ 8,179,297.67</u>

**Don Peterson Enterprises, Inc.**  
**Income Statement**  
For 3 month period ending 3/31/22

	<u>DPE</u>
<b>GROSS INCOME</b>	
Income Account	\$ 6,703,274.70
Gain (Loss) on Sale of Asset	\$ -
Trucking Income	\$ 115,910.58
Crane Services	\$ 11,726.25
Miscellaneous Income/Rent	\$ 77,220.91
<b>TOTAL GROSS INCOME</b>	<b>\$ 6,908,132.44</b>
<b>DIRECT EXPENSES</b>	
Direct Salary - Employees	\$ 1,028,613.09
COVID Pay	\$ -
Payroll Taxes - Direct	\$ 211,526.45
Workman's Comp	\$ -
Sub-contracts	\$ 594,689.29
Bonds/Insurance	\$ 11,562.50
Materials	\$ 2,537,933.27
Permits Licenses and Registration	\$ -
Mining Royalties	\$ -
Equipment Rentals and Leases	\$ 30,629.76
Taxes Sales and Other	\$ 100,362.94
Fuel & Lube	\$ 344,265.94
Hauling	\$ 500.00
Parts and Supplies	\$ -
Repairs and Maintenance	\$ -
Lab Testing	\$ -
Miscellaneous Direct Expenses	\$ 3,325.63
Intercompany Adjustments	
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 4,863,408.87</b>

	<u>DPE</u>
<b>GROSS MARGIN</b>	<b>\$ 2,044,723.57</b>
<b>INDIRECT EXPENSES</b>	
Taxes- Workman's Compensation	\$ 2,870.12
Taxes - Yuma County Property	\$ -
Taxes - Other	\$ 3,100.15
Taxes - Employee Payroll	\$ 46,778.25
Indirect Salary - Principal	\$ 29,500.00
Indirect Salary - Employee	\$ 185,395.62
Vacation	\$ 25,939.97
Holiday/Sick	\$ 41,085.10
Deferred Compensation	\$ 5,000.00
Employee Benefits Other	\$ -
Insurance- Employee Group	\$ 90,516.52
Causality and Liability Insurance	\$ 58,461.20
Safety	\$ 3,134.52
Insurance Other	\$ 7,233.05
Legal/Accounting Services	\$ 20,094.86
Consulting Fees	\$ 4,500.00
Rent	\$ 52,200.00
Equipment Leases/Rents	
Cleaning Services	\$ 1,500.00
Advertising	\$ -
Equipment Maintenance	\$ 1,498.17
Equipment Repairs - Construction	\$ 101,210.27
Equipment Repairs - Other	\$ -
Bad Debts	\$ -
Fuel	\$ 230.00
Material Hauling	\$ -
Vehicle-Repair & Maintenance, Parts	\$ 47,060.37
Vehicle-License & Taxes	\$ 32,710.77
Vehicle-Employee Mileages	\$ 4,441.58
Miscellaneous (Parts)	\$ 205,867.13
Charges - Other	\$ -

	<u>DPE</u>
Office Supplies	\$ 5,515.46
Supplies	\$ 15,720.98
Uniforms	\$ 2,115.79
Bidding Plans	\$ 1,007.46
Electrical Utilities	\$ 2,313.03
Utilities	\$ 10,595.98
Communications	\$ 14,467.85
Computer Expense	\$ 54,152.53
Publications	\$ 180.00
Interest Expense	\$ 11,246.81
Bank Charges	\$ 10,732.90
Postage & Shipping	\$ 313.15
Business Promotion & Donations	\$ 114.11
Depreciation & Amortization	\$ 162,392.13
Dues	\$ 1,405.00
Employee Testing	\$ 425.32
Employee Training	\$ 750.00
Permits/License Fees	\$ 3,063.59
Travel/Lodging	\$ 3,136.90
Maintain Properties	\$ 5,936.39
Other Expenses	\$ (7,683.70)
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 1,268,229.33</b>
<b>NET INCOME (With Depreciation Expense)</b>	<b>\$ 776,494.24</b>
Depreciation Add Back	\$ 162,392.13
<b>NET INCOME BEFORE DEPRECIATION</b>	<b>\$ 938,886.37</b>



**DPE Construction, Inc.**  
1636-A E. 20<sup>th</sup> Street, Yuma, Arizona 85365

**James G. Allen**  
Vice President

Years with firm: Twenty-Eight (28)

### **WORK EXPERIENCE**

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**DPE Construction, Inc. – Vice President/Operations Manager**  
08/1990–Present

Vice President responsible for oversight of project estimators, project managers, superintendents, and field personnel. Project range from \$1,000.00 to over \$35,000,000 dollars, with local municipal, federal, NAVFAC, state, ADOT, tribal, and private ventures to include Heavy Civil and Commercial projects

### **MAJOR PROJECTS**

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**Yuma County- 8<sup>th</sup> Street Reconstruction**

Removal, reconstruction, and expansion of roadway to include asphalt concrete pavement, site concrete, underground utilities, force mains and retention systems.

**MCAS Yuma- Construction of Various Hangers**

Subgrade prep, rough grading, fine grading and compaction, site concrete, underground utilities, asphalt paving, foundation concrete and footings.

**Yuma County Airport Authority- Various Runway Reconstructions**

Removal, reconstruction, and expansion of runways to include asphalt concrete pavement, PCC, site earthwork and grading, site asphalt pavement, pavement markings and signs.

**City of Yuma- 4<sup>th</sup> Ave Extension**

Removal and reconstruction of roadway to include asphalt concrete pavement, site concrete, underground utilities.

**City of Yuma- Pacific Avenue Athletic Complex (PAAC)**

Complete construction of site to include site earthwork and grading, over-excavation and preparation of building pads, site concrete, site asphalt pavement, foundation and footings, landscaping, field preparation.

### **EDUCATION**

---

**Northern Arizona University**  
2001 – Bachelor of Science- Business

## **CONTACT**

### **PHONE**

O 928-783-7885  
C 928-941-1424

### **FAX**

F 928-343-1016

### **EMAIL**

JimA@dpeyuma.com

### **WEBSITE**

dpeyuma.com

## **SKILLS AND CERTS**

OSHA 10 & Osha 30

Employee and Occupational Safety

AutoCAD

Trimble Business Center (TBC)

BlueBeam

HCCS Heavybid & Heavyjob

Timberline

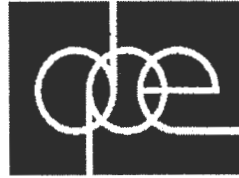
Microsoft Office

Procure

Project Mates

## **LICENSES**

General Engineering (A) ROC 275767



**DPE Construction, Inc.**  
1636-A E. 20<sup>th</sup> Street, Yuma, Arizona 85365

**Esteban Hernandez**  
Estimator/Project Manager  
Years with firm: Four (4)

**CONTACT**

**PHONE**

O 928-783-7885  
C 760-969-8450

**FAX**

F 928-343-1016

**EMAIL**

EstebanH@dpeyuma.com

**WEBSITE**

dpeyuma.com

**SKILLS AND CERTS**

OSHA 10 & Osha 30  
NCCER Safety  
Employee and Occupational Safety  
AutoCAD  
Trimble Business Center (TBC)  
Revit  
BlueBeam  
HCCS Heavybid  
Microsoft Office  
Procore  
ProjectMates

**LANGUAGE**

English  
Spanish

**WORK EXPERIENCE**

**DPE Construction, Inc. - Estimator/Project Manager**  
08/2018–Present

Senior estimator responsible for bid analysis, take-off, and completion of bids in a timely and professional manner. Project bids range from \$1,000.00 to over \$30,000,000 dollars, to include local municipal, federal, NAVFAC, state, ADOT, tribal, and private ventures. Project manager for heavy civil projects ranging from \$1,000.00 to \$6,000,000.00 dollars.

**Unites States Marine Corps - Aviation Ordnance**  
06/2012–06/2016

**MAJOR PROJECTS**

**Yuma County- Co17th Bridge Replacement**  
Replacement of existing bridge with new box culvert crossing, and construction of new roadway.

**City of San Luis- Magrino Unit 3 Surface Improvements**  
New roadway construction, subgrade prep, rough grading, fine grading and compaction, site concrete and asphalt paving.

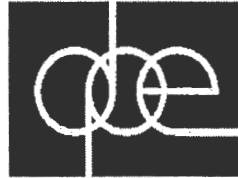
**YRMC- Foothills Emergency Room and Clinics**  
Site earthwork and grading, over-excavation and preparation of building pads, site concrete, site asphalt pavement, foundation and footings, and traffic signal.

**Yuma Proving Grounds- Brine Pond Replacement**  
Removal and replacement of existing brine ponds, subgrade prep, rough and fine grading of site.

**EDUCATION**

**Indiana State University**  
01/2019 – Present; Bachelor of Science- Construction Management

**Arizona Western College**  
08/2015 – 12/2018; A.A.S- Construction Trades Management



**DPE Construction, Inc.**  
1636-A E. 20<sup>th</sup> Street, Yuma, Arizona 85365

**Zach Boehler**  
Project Manager  
Years with firm: One (1)

## CONTACT

### PHONE

O 928-783-7885  
C 928-919-6002

### FAX

F 928-343-1016

### EMAIL

ZachB@dpeyuma.com

### WEBSITE

dpeyuma.com

## SKILLS AND CERTS

OSHA 10 & Osha 30

BlueBeam

Microsoft Office

Procore

ProjectMates

## LANGUAGE

English

## WORK EXPERIENCE

**DPE Construction, Inc. - Project Manager**  
08/2021–Present

Project Manager responsible for the coordination of subcontractors, material suppliers and field operations. Duties include but are not limited; to scheduling, budget management, material submittals, inventory management, meeting coordination, project tracking and closeout documentation. Projects ranging from \$1,000.00 to over \$3,000,000 dollars, to include local municipalities and private ventures.

## MAJOR PROJECTS

### **Yuma County- Co12th Street Improvement Project**

Roadway construction, subgrade prep, rough grading, fine grading and compaction, site concrete and asphalt paving.

### **City of Yuma- Yuma Commerce Center**

Underground improvements, roadway construction, subgrade prep, rough grading, fine grading and compaction, site concrete and asphalt paving.

### **City of Yuma- North Frontage Rd & 10E Improvements**

Roadway Milling, subgrade prep, rough grading, fine grading and compaction, site concrete, asphalt paving and traffic signal addition.

### **City of Yuma- Arizona Ave WL Improvements**

Water Line addition, subgrade prep, rough grading, fine grading and compaction, asphalt paving.

### **YUHSD- Somerton High School**

Subgrade prep, building over-ex and compaction, fine grading and compaction, site concrete, foundation and footings and asphalt paving.

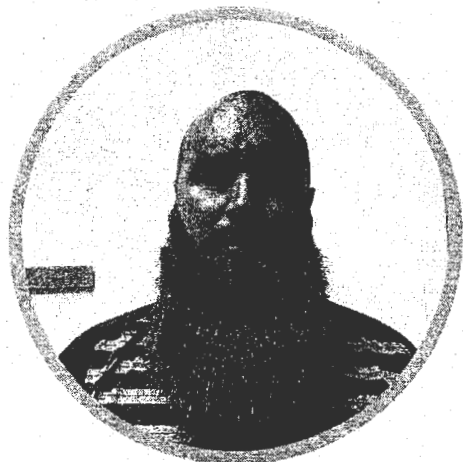
## EDUCATION

### **Texas A&M University- Texarkana**

09/2016 – 06/2018 ; Bachelor of Science- Business

### **Arizona Western College**

08/2015 – 06/2016; A.A.S- AGEC



**DPE Construction, Inc.**  
1636-A E. 20<sup>th</sup> Street, Yuma, Arizona 85365

**Simon Carroll**  
General Superintendent

Years with firm: One (1)

## **CONTACT**

### **PHONE**

O 928-783-7885  
C 928-941-3903

### **FAX**

F 928-343-1016

### **EMAIL**

SimonC@dpeyuma.com

### **WEBSITE**

dpeyuma.com

## **SKILLS AND CERTS**

OSHA 10 & Osha 30  
CPR- Heart Saver  
Employee and Occupational Safety  
HCCS Job  
Bluebeam  
Microsoft Office  
Procore  
ProjectMates

## **LANGUAGE**

English

## **WORK EXPERIENCE**

**DPE Construction, Inc. – General Superintendent**  
12/2021–Present

General Superintendent responsible for field personnel, scheduling and project completion in a timely and professional manner. Serve as the Quality Assurance monitor for projects, assuring materials and production meet company and project standards. Projects range from \$1,000.00 to over \$40,000,000 dollars, to include local municipal municipalities [City of Yuma/ City of San Luis/ City of Somerton/ Yuma County], federal, NAVFAC, state, ADOT, tribal, and private ventures.

**Intermountain West Civil Constructors- Grading Superintendent**  
01/2018–12/2021

**Technology Construction- Grading Superintendent**  
01/2018–12/2021

## **MAJOR PROJECTS**

**Yuma County- Ave B 24<sup>th</sup> St- 32<sup>nd</sup> St Mill and Pave**  
**FHA- Martinez Lake Road Improvements**  
**FHA- Mormon Lake Road Improvements**  
**City of Yuma- North Frontage Rd Improvements**  
**Clark County- Laughlin Lagune Bredge**  
**Yuma Proving Grounds- Brine Pond Replacement**

## **EDUCATION**

**Mingus Union HS – Class of 2004 - Graduate**



**DPE Construction, Inc.**  
1636-A E. 20<sup>th</sup> Street, Yuma, Arizona 85365

Jesus Gonzalez "Shorty"  
Concrete Superintendent

Years with firm: Twenty-Three (23)

**CONTACT**

**PHONE**

O 928-783-7885  
C 928-276-6129

**FAX**

F 928-343-1016

**EMAIL**

JesusG@dpeyuma.com

**WEBSITE**

dpeyuma.com

**SKILLS AND CERTS**

OSHA 10 & Osha 30  
Employee and Occupational Safety  
Competent Person Training  
-PCC Paving  
-Concrete safety  
-Trenching and Excavation  
-Fall Protection  
HCCS Heavyjob  
Microsoft Office

**LANGUAGE**

English  
Spanish

**WORK EXPERIENCE**

**DPE Construction, Inc. – Concrete Superintendent**  
11/2008–Present

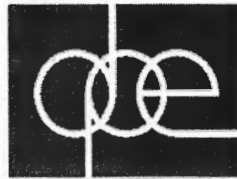
Concrete superintendent responsible for oversight of project site concrete, foundations and footings, concrete reinforcement, and concrete structures. Ensure product quality control, daily crew safety meetings with foreman, and general crew management. Projects include work with local municipalities [City of Yuma/ City of San Luis/ City of Somerton/ Yuma County], federal agencies, NAVFAC, Army Corp of Engineers, state agencies, ADOT, tribal, Yuma Airport Authority and private.

**WG Contractors, LLC – Owner/Operator**  
06/2004-11/2008

**DPE Construction, Inc. – Concrete Superintendent**  
05/1995–06/2004

**MAJOR PROJECTS**

City of Yuma- North Frontage Rd Improvements  
Arizona State Veteran Home-Yuma  
City of San Luis- Merrill Ave Reconstruction  
City of Somerton- Cesar Chavez Reconstruction  
Centennial Middle School Gymnasium addition  
Yuma County- 8<sup>th</sup> Street Reconstruction  
MCAS Yuma- Construction of various runways, parking, and roadways  
Yuma Proving Ground - Pavement of various runways, and roadways  
Yuma County Airport Authority- Various Runway Reconstructions  
City of Yuma- 4<sup>th</sup> Ave Extension  
Rancho Viejo Elementary School  
Sheraton- Four Points Yuma  
City of Yuma- Pacific Avenue Athletic Complex (PAAC)  
Private-various subdivisions, roadways within Yuma County



**DPE Construction, Inc.**  
1636-A E. 20<sup>th</sup> Street, Yuma, Arizona 85365

**Jerman Duarte**  
Paving Superintendent

Years with firm: Nine (9)

**WORK EXPERIENCE**

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**DPE Construction, Inc. – Asphalt Pavement Superintendent**  
01/2013–Present

Paving superintendent responsible for oversight of project asphalt pavement, asphalt milling, pavement quality control, daily crew safety meetings, and asphalt crew management. Projects include work with local municipalities [City of Yuma/ City of San Luis/ City of Somerton/ Yuma County], federal agencies, NAVFAC, Army Corp of Engineers, state agencies, ADOT, tribal, Yuma Airport Authority and private.

**Cemex Construction South. – Heavy Equipment Operator**  
01/2012-12/2012

**Zeller's Excavating and Paving Co. – Asphalt Pavement Superintendent**  
01/2003–12/2011

**MAJOR PROJECTS**

---

**City of Yuma- Country Club Manor & Country Club Estates**

**Arizona State Veteran Home-Yuma**

**City of San Luis- Merrill Ave Reconstruction**

**City of Somerton- Cesar Chavez Reconstruction**

**Yuma County- Ave B 24<sup>th</sup> to 32<sup>nd</sup> Street Mill and Pave**

**Yuma County- 8<sup>th</sup> Street Reconstruction**

**MCAS Yuma- Pavement of various runways, parking lots, and roadways**

**Yuma Proving Ground - Pavement of various runways, and roadways**

**Yuma County Airport Authority- Various Runway Reconstructions**

**City of Yuma- 4<sup>th</sup> Ave Extension**

**City of Yuma- Pacific Avenue Athletic Complex (PAAC)**

**Private-various subdivisions, roadways within Yuma County**

**EDUCATION**

---

**Yuma High School**  
2003 –Graduate

**CONTACT**

**PHONE**

O 928-783-7885  
C 928-941-1424

**FAX**

F 928-343-1016

**EMAIL**

JD@dpeyuma.com

**WEBSITE**

dpeyuma.com

**SKILLS AND CERTS**

Class (A) CDL

OSHA 10 & Osha 30

Employee and Occupational Safety

Competent Person Training

-Asphalt Paving

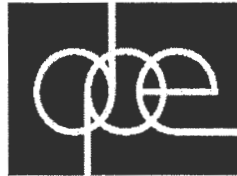
-Asphalt Milling

-Trenching and Excavation

HCCS Heavyjob

Microsoft Office

Procore



**DPE Construction, Inc.**  
1636-A E. 20<sup>th</sup> Street, Yuma, Arizona 85365

Eloy Munoz  
Grading Superintendent

Years with firm: Twelve (12)

**WORK EXPERIENCE**

---

**DPE Construction, Inc. – Grading Superintendent**  
12/2010–Present

Grading superintendent responsible for oversight of project subgrade preparation for pavement AC and PCC, building pad subgrade preparation and site concrete subgrade preparation. Monitor and uphold company quality control standards, daily crew safety meetings, and crew management. Projects include work with local municipalities [City of Yuma/ City of San Luis/ City of Somerton/ Yuma County], federal agencies, NAVFAC, Army Corp of Engineers, state agencies, ADOT, tribal, Yuma Airport Authority and private.

**Naquin Precision Earthmoving, Inc. – Heavy Equipment Operator**  
12/2009-12/2010

**Haydon Building Corp – Heavy Equipment Operator**  
12/2007-12/2009

**MAJOR PROJECTS**

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- Arizona State Veteran Home-Yuma
- City of San Luis- Merrill Ave Reconstruction
- Yuma County- Ave A and County 15<sup>th</sup> Improvements
- YUHSD- Somerton High School
- Goodyear Baseball Complex
- MCAS Yuma- Pavement of various runways, parking lots, and roadways
- Yuma Proving Ground - Pavement of various runways, and roadways
- Yuma County Airport Authority- Various Runway Reconstructions
- City of Yuma- Pacific Avenue Athletic Complex (PAAC)
- Private-various subdivisions, roadways within Yuma County

**EDUCATION**

---

- Arizona Western College- General Studies 2000-2002
- Cibola High School – Class of 1999 – Graduate

**CONTACT**

**PHONE**

O 928-783-7885  
C 928-503-2485

**FAX**

F 928-343-1016

**EMAIL**

EloyM@dpeyuma.com

**WEBSITE**

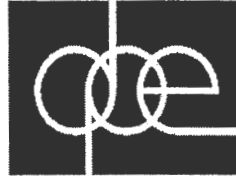
dpeyuma.com

**SKILLS AND CERTS**

- Class (A) CDL
- OSHA 10 & Osha 30
- Competent Person Training
  - Asphalt Milling
  - Trenching and Excavation
  - Subgrade Prep & Compaction
- HCCS Heavyjob
- Microsoft Office
- Procore

**LANGUAGES**

- English
- Spanish



**DPE Construction, Inc.**  
1636-A E. 20<sup>th</sup> Street, Yuma, Arizona 85365

Manny Martin  
Grading Superintendent

Years with firm: One (1)

**WORK EXPERIENCE**

---

**DPE Construction, Inc. – Grading Superintendent**  
02/2021–Present

Grading superintendent responsible for oversight of project subgrade preparation for pavement AC and PCC, building pad subgrade preparation and site concrete subgrade preparation. Monitor and uphold company quality control standards, daily crew safety meetings, and crew management. Projects include work with local municipalities [City of Yuma/ City of San Luis/ City of Somerton/ Yuma County], federal agencies, NAVFAC, Army Corp of Engineers, state agencies, ADOT, tribal, Yuma Airport Authority and private.

**Steve Evans Concrete – Heavy Equipment Operator**  
02/2020–02/2021

**Evans Custom Concrete – Heavy Equipment Operator**  
01/2007-02/2020

**MAJOR PROJECTS**

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- Exceptional Healthcare-Yuma
- Four Little Devils Farm Improvements
- Circle K- Araby Rd Yuma, AZ
- City of Somerton- Cesar Chavez Reconstruction
- Yuma County- Ave B & 32<sup>nd</sup> Street Mill and Pave
- Yuma Proving Ground - various subgrade preparation projects
- Private-various subdivisions, roadways within Yuma County & Arizona

**EDUCATION**

---

**AWC- General Studies**  
2006

**Antelope Union High School**  
Class of 2005 – Graduate

**CONTACT**

**PHONE**

O 928-783-7885  
C 928-941-0197

**FAX**

F 928-343-1016

**EMAIL**

MannyM@dpeyuma.com

**WEBSITE**

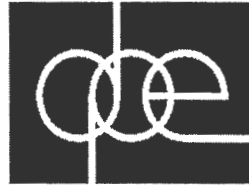
dpeyuma.com

**SKILLS AND CERTS**

- Class (A) CDL
- OSHA 10 & Osha 30
- Competent Person Training
  - Trenching and Excavation
  - Subgrade Prep & Compaction
- HCCS Heavyjob
- Microsoft Office
- Procore

**LANGUAGES**

English  
Spanish



**DPE Construction, Inc.**  
1636-A E. 20<sup>th</sup> Street, Yuma, Arizona 85365

**Jason Phipps**  
Project Manager  
Years with firm: One (1)

## **CONTACT**

### **PHONE**

O 928-783-7885  
C 928-580-8940

### **FAX**

F 928-343-1016

### **EMAIL**

JasonP@dpeyuma.com

### **WEBSITE**

dpeyuma.com

## **SKILLS AND CERTS**

OSHA 10 & Osha 30  
Microsoft Office  
ProjectMates  
FEMA Training  
ICS Training

## **LANGUAGE**

English

## **WORK EXPERIENCE**

**DPE Construction, Inc. - Project Manager**  
12/2021–Present

Project Manager responsible for the coordination of subcontractors, material suppliers and field operations. Duties include but are not limited; to scheduling, budget management, material submittals, inventory management, meeting coordination, project tracking and closeout documentation. Projects ranging from \$1,000.00 to over \$5,000,000 dollars, to include local municipalities and private ventures.

**Yuma County, Dept of Public Works – Deputy/Interim Director of Public Works**  
02/2011–12/2021

Prepared, approved and oversaw management in all division budgets within PW Dept. to include review, monitoring, and approving expenditures. Management of budget variance and taking corrective measures. Provided support and guidance to county leaders on potential issues and proposals as needed.

## **MAJOR PROJECTS**

**Yuma County- Magrino Industrial #4**

**MCAS Yuma- Housing Additions**

**Yuma County- Ave B 24<sup>th</sup> St to 32<sup>nd</sup> Street Improvements**

**Various Private Projects within Yuma County**

## **EDUCATION**

**Northern Arizona University**  
1989- Criminal Justice (No Degree)

**Arizona Western College**  
1988- General Studies (No Degree)

# Current Projects

Name of Project	Owner	Architect /Engineer	Contract Amount	Percentage Self-Performed	Expexcted Completion Date
Someton Hgh School	YUHSD	Various	6,786,695.00	100%	Jun. 2023
Ave B Mill and Fill	YUCO	Yuma County	\$917,703.27	90%	Jun. 2022
YRMC- Foothills Campus	Yuma Regional	Various	1,560,450.00	100%	Nov. 2022
Arizona Ave Waterline	City of Yuma	DRA	524,000.00	100%	Aug. 2022
North Frontage Road and Ave 10E	City of Yuma	City of Yuma, Engineering	2,344,000.00	95%	Jun. 2022
Commerce Center Sewerline Extension	City of Yuma	City of Yuma, Engineering	1,125,050.00	100%	Jun. 2023
Belleza Del Desierto Phase 2	Sam Investment Group	Vianey Vega	1,414,540.00	100%	Sep. 2022
Magrino Unit 4	YUCO	Core Engineering Group	\$4,178,000.00	100%	Jan. 2023
Cearr Chavez Learning Center	Pepp Tech	Various	1,003,000.00	100%	Jun. 2023
AWC- SEC	Arizona Western College	Various	395,000.00	100%	Sep. 2022
MCAS Housing Additions	Moss Construction	Various	\$4,181,810.00	100%	Sep. 2023
San Luis Fire Station #2	COSL	Vianey Vega	119,000.00	100%	Sep. 2022

## Major Completed Projects

Name of Project	Owner	Architect /Engineer	Contract Amount	Percentage Self-Performed	Completion Date
Nupetco Subdivision	Nupetco Investments	DRA	134,500.00	100%	May. 2022
CBD Valley View	Bien Estar	Vianey Vega	792,500.00	100%	Jun. 2021
40st Street Improvements	YUCO	Yuma County Engineers	725,000.00	100%	Jun. 2022
Union St. Improvement	City of Somerton	DRA	159,540.00	100%	Jun. 2022
2nd Ave Reconstruction	City of Yuma	DRA	1,225,558.00	95%	Sep. 2021
Magrino Unit 3	City of San Luis	CORE Engineering Group	516,992.25	100%	Jun. 2021
Los Portales Phase	City of San Luis	JDA	139,020.00	100%	Jun. 2022
Cibola Pond Re-	YUHSD	DRA	\$410,000.00	80%	Jul. 2020
Belleza Del Desierto	SAM Group Investment Co	Vianey Vega	\$1,476,310.00	100%	Dec. 2020
Veterans Home	State of AZ	Various	\$1,165,995.00	100%	Jun-20
San Luis Middle School Parking Lot	Gadsden School District	Various	\$988,389.79	100%	Feb-20
YUCO 8th Street Improvements	Yuma County	Yuma County Engineers	\$3,639,136.50	95%	Apr. 2020
Harvard Street Improvements	City of Yuma	City of Yuma, Engineering	\$402,680.85	85%	Dec. 2019
San Luis Middle School Parking Lot	Gadsden School District	James Davey & Associates	\$988,389.79	96%	Sept. 2019
YUCO Farwest Storm Drain Improvement Project	Yuma County	Jacobson Engineering	\$3,537,577.00	95%	Jun. 2019
Driftwood Ranch #1 Subdivision	Hall Brothers	Dahl Robins & Associates	\$2,473,405.95	100%	Feb. 2019
Avenue A: 32nd	City of Yuma	Dahl Robins &	\$989,595.70	95%	Oct. 2018
Union & 6th Avenue Paving	City of San Luis	Nicklaus Engineering, Inc.	\$418,602.01	90%	Jul. 2018
Merrill Avenue Phase II Roadway Improvements	City of San Luis	James Davey & Associates	\$291,635.66	95%	Nov. 2018
San Luis Stormdrain Phase II	Yuma County	CORE Engineering Group	\$629,547.00	100%	Aug. 2018
Winterhaven Public Safety Building with Yuma Valley Contractors	Imperial County	MPA Architects, Inc.	\$675,050.45	100%	Aug-18
Kofa Modernization with McCarthy Builders	Yuma Union High School District #70	DLR Group/Westlaske Reed Leskosky	\$552,306.00	100%	Sept. 2018
San Luis International Plaza	City of San Luis	James Davey & Associates	\$483,315.00	90%	Jan. 2019

3rd Ave Improvements	City of Yuma	Dahl Robins & Associates	\$1,191,086.05	95%	Oct. 2018
4th Ave Extention Paving	City of Yuma	City of Yuma, Engineering	\$1,616,631.50	100%	Dec. 2018
Pacific Avenue Athletic Complex	City of Yuma	Various	\$13,402,280.00	70%	Sept. 2017

\*Please inquire for complete list of completed projects.

## EXAMINATION OF BIDS

Project: CITY OF SAN LUIS  
MESA STREET ROADWAY IMPROVEMENTS  
(CDBG CONTRACT #119-22)

Bidder: Gutierrez Canales Engineering, PC  
1851 W 24<sup>th</sup> Street, Suite 201  
Yuma, Arizona, 85364

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.
PK-8 thru 10: LS-2	Filled out, signed, and submitted.	No comment.
PK-11 thru 19: Certification and Signature Form	Signed and submitted.	No comment.
PK-20 thru 29: Wage Rate Determination	Submitted with proposal.	No comment.
PK-30: Section 3 Clause	Submitted with proposal.	No comment.
PK-31: S3B-1 Section 3 Assurance	Filled out, signed, and submitted.	No comment.
PK-32: S3B-2 Perm & Project Workforce Breakdown	Filled out, signed, and submitted.	No comment.
PK-33: S3B-3 Business Self- Certifications	Filled out, signed, and submitted.	No comment.
PK-34: S3C-1A Worker Self Certification	Filled out, signed, and submitted.	No comment.
PK-35: S3C-1B Worker Employer Certifications	Filled out, signed, and submitted.	No comment.

<b>BIDDING DOCUMENT</b>	<b>REQUIREMENT</b>	<b>REMARKS</b>
PK-36: S3C-1C Targeted Worker Self Certification	Filled out, signed, and submitted.	No comment.
PK-37: S3C-1D Targeted Worker Employee Certification	Filled out, signed, and submitted.	No comment.
PK-38 thru 39: S3P-1 Section 3 Notice	Filled out, signed, and submitted.	No comment.
PK-40 thru 42: S3P-2 Sample Employment Survey	Filled out, signed, and submitted.	No comment.
PK-43: S3R-1C Section 3 Contractor Report	Filled out, signed, and submitted.	No comment.
PK-44 thru 47: Contractor's Qualification Statement	Filled out, signed, and submitted.	No comment.

# Proposal Kit

**City of San Luis**  
**Mesa Street Roadway Improvements**  
**(CDBG CONTRACT # 119-22)**

# 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: Mesa Street Roadway Improvements  
(CDBG Contract # 119-22)

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 [Specifications], City of San Luis Supplemental to the MAG Uniform Standard Specification and Details for Public Works Construction [Specifications], and the City of Yuma Construction Standard Detail Drawings [Details], 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 10 (ten) calendar days;

Understands that the work shall be completed within 120 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>5/26/2022</u>	<u>Addendum #2</u>	<u>6/14/2022</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  
 Mesa Street Roadway Improvements  
 (CDBG CONTRACT # 119-22)  
 For: City of San Luis, Arizona

BIDDER FIRM: \_\_\_\_\_  
Gutierrez Canales Engineering, PC

<i>Item No.</i>	<i>Item Description</i>	<i>Estimated Quantities</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
1	Remove Existing Asphalt (Any thickness)	2263	SY	\$ 9.94	\$22,494.22
2	Remove Existing Concrete Curb (Any Type)	48	LF	\$ 25.88	\$1,242.24
3	Remove Existing Concrete Sidewalk and Flatwork (Any Type)	433	SY	\$ 35.51	\$15,375.83
4	Remove Debris and Concrete Rumble for Retaining Wall/Roadway Construction	1	LS	\$115,088.00	\$115,088.00
5	Remove Existing Tree/Palm Tree (Any Type, Any Size)	1	LS	\$2,263.00	\$ 2,263.00
6	Remove and Salvage Existing Road Closed Barricades	1	LS	\$724.00	\$724.00
7	Remove and Salvage Existing Street Sign (Any Type)	4	EA	\$137.00	\$ 548.00
8	Remove and Relocate Existing Street Sign (Any Type, Match Existing)	4	EA	\$ 219.25	\$ 877.00
9	Remove and Relocate Existing Chain Link (Match Existing)	344	LF	\$192.31	\$66,154.64
10	Remove and Replace CMU/Mexican Brick Wall (Match Existing)	49	LF	\$ 126.80	\$6,213.20
11	Remove and Replace CMU/Mexican Brick Wall With Wrought Iron Fence (Match Existing)	39	LF	\$266.47	\$10,392.33
12	Pavement Structural Section No. 1 (3" AC / 8" ABC)	5795	SY	\$41.31	\$ 239,391.45
13	Import Fill and Grading for Retaining Wall Embankment	1	LS	\$416,610.00	\$ 416,610.00
14	3" Rock Slope Stabilizer (T=12")	2332	SY	\$ 41.14	\$ 95,938.48
15	Vertical Curb and Gutter (City of Yuma Std. No. 3-060)	3082	LF	\$18.32	\$56,462.24
16	Cross Gutter (City of Yuma Std. No. 3-085, 3-090)	1237	SF	\$13.56	\$16,773.72
17	Driveway and Parkway (City of Yuma Std. No. 3-105, T=6")	4018	SF	\$ 9.47	\$38,050.46
18	Sidewalk (City of Yuma Std. No. 3-135)	8970	SF	\$ 7.27	\$65,211.90
19	Sidewalk Ramp (City of Yuma Std 3-145)	778	SF	\$19.09	\$14,852.02

<b>Item No.</b>	<b>Item Description</b>	<b>Estimated Quantities</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
20	Sidewalk Ramp - Straight Section (City of Yuma Std 3-150)	97	SF	\$33.50	\$3,249.50
21	Depressed Sidewalk (Sheet D-2, Detail 2)	68	SF	\$62.61	\$4,257.48
22	KeyStone Retaining Wall	1	LS	\$421,275.00	\$421,275.00
23	Steel Tube Fence (Sheet D-1, Detail 2)	296	LF	\$356.39	\$105,491.44
24	Guard Rail (W-Beam With Steel Post, ADOT Std. No. 10.04)	65	LF	\$267.90	\$17,413.50
25	Adjust Existing Water Meter to Finish Grade with New Box and Cover (City of Yuma Std. No. 5-035)	12	EA	\$764.50	\$9,174.00
26	Adjust Existing Water Valve to Finish Grade with New Frame and Cover (City of Yuma Std. No. 5-075)	4	EA	\$777.75	\$3,111.00
27	Adjust Existing Sanitary Sewer Manhole to Finish Grade with New Frame and Cover (City of Yuma Std. No. 6-040)	2	EA	\$2,395.00	\$4,790.00
28	Survey Monument (City of Yuma Std. No. 4-030)	6	EA	\$470.67	\$2,824.02
29	Catch Basin Type F Triple (City of Yuma Std. 11-030)	3	EA	\$10,614.00	\$31,842.00
30	24" Dia. SDR-35 Stormdrain	237	LF	\$598.90	\$141,939.30
31	5' Dia. Concrete Stormdrain Manhole (City of Yuma Std. 6-025)	2	EA	\$33,483.50	\$66,967.00
32	Connection to Irrigation Stand Box on East Main Canal Pipeline (Sheet D-4, Detail 1)	1	LS	\$58,239.00	\$58,239.00
33	Stop Sign (MUTCD R1-1)	5	EA	\$328.80	\$1,644.00
34	Speed Limit Sign (MUTCD R2-1 25 MPH)	3	EA	\$328.67	\$986.01
35	No Parking Any Time Sign (MUTCD R7-1)	3	EA	\$274.00	\$822.00
36	Do Not Enter, Wrong Way Sign (MUTCD R5-1, R5-1a)	1	EA	\$343.00	\$343.00
37	Pavement Marking, 12" Solid White Thermoplastic Stop Bar (12SW)	109	LF	\$13.70	\$1,493.30
38	Pavement Marking, 6" Solid Double Yellow Thermoplastic (6SDY)	1436	LF	\$5.48	\$7,869.28
39	Pavement Marking, 6" Solid White Thermoplastic (6SW)	147	LF	\$2.75	\$404.25
40	Pavement Marking, Straight Arrow Thermoplastic White	2	EA	\$274.00	\$548.00

Item No.	Item Description	Estimated Quantities	Unit	Unit Price	Total
41	Street Light 2.5" Electrical Conduit With Pull Tape	964	LF	\$ 46.59	\$ 44912.76
42	Street Light Junction/Pull Box	9	EA	\$ 2033.67	\$ 18303.03
43	Storm Water Pollution Prevention Plan	1	LS	\$27,854.00	\$27,854.00
44	Maintenance and Protection of Traffic	1	LS	\$18563.00	\$18563.00
45	Construction Staking	1	LS	\$56,513.00	\$56,513.00

TOTAL \$ 2,153,188.7  
5% CONTINGENCY SUBTOTAL \$ 107,659.44  
TOTAL BASE BID AMOUNT \$ 2,260,848.14

two million two hundred and sixty thousand eight hundred forty eight dollars and fourteen cents

TOTAL BASE BID AMOUNT IN WORDS \_\_\_\_\_

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 - Gutierrez Canales Engineering, PC is a corporation,  
or individual trading as \_\_\_\_\_;  
of the City of Yuma, AZ (City, State) and is the holder  
of Arizona State Contractor's license(s): Class A (type)  
Classification General Engineering 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   
[Signature]

Name Marisol A. Kelland

Title President / CEO

Date 6/22/2022

ATTEST:  
[If Bidder is an Individual]

Witness: \_\_\_\_\_  
[Signature] [Date]

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

# BID SURETY BOND

Project Name: City of San Luis  
Mesa Street Roadway Improvements  
(CDBG CONTRACT # 119-22)

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 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 Mesa Street Roadway Improvements (CDBG Contract # 119-22).

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 31st day of May, 2022

Gutierrez Canales Engineering, PC

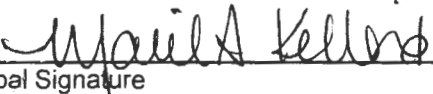
Principal Firm

[Seal]

Western Surety Company

Surety Firm

[Seal]



Principal Signature



Surety Signature

Marisol A. Kelland

Name and Title

President

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*

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*

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 31<sup>st</sup> day of May, 2022.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

# NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis  
Mesa Street Roadway Improvements  
(CDBG CONTRACT # 119-22)

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.

Description of CONTRACT:

Manuel A. Kellard

Signature of Bidder

President / CEO

Title

Gutierrez Canales Engineering, PC

Business Name

1851W. 24th Street, Suite 201

Address

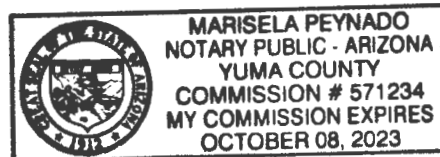
Subscribed and sworn to before me this 21 day of June, 2022.

Marisela Peinado

Notary Public

Notary Public in and for the County of Yuma, State Arizona.

My Commission Expires 10-08, 2023.



# BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST

Project Name: City of San Luis  
Mesa Street Roadway Improvements  
(CDBG CONTRACT # 119-22)

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.**

<b>BIDDER, SUB CONTRACTOR AND/OR SUPPLIER</b>	<b>CURRENT AZ LICENSE [SUB CONTRACTOR]</b>
1. <u>Quail Construction LLC</u>	<u>Traffic Control Az ROC 331707</u>
2. <u>Dahl Robins &amp; Associates, Inc.</u>	<u>Surveyors RLS</u>
3. <u>Vulcan Materials</u>	<u>Asphalt Vendor</u>
4. <u>BLT Companies</u>	<u>Concrete Vendor</u>
5. <u>Safeline, LLC</u>	<u>Striping / Signage AZ ROC 207864</u>

Recipient: City of San Luis Arizona Contract No.: CDBG Contract # 119-22  
Activity No.: \_\_\_\_\_ Activity Name: City of San Luis Mesa Improvements

**LS-2: CONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

1. I, the undersigned, am submitting a bid to (name of recipient): City of San Luis Arizona for the construction of the (name of project): City of San Luis Mesa Improvements and hereby acknowledge that the following items are included in the bid and will also be incorporated by reference into the contract, should I be selected as the contractor for the project.
  - a. Labor Standards Provisions (HUD 4010);
  - b. Wage Decision # AZ20220021 ; Modification # \_\_\_\_\_ ; Bid Open Date 6/22/2022 ; and that
    - c. the correction of any infractions of the aforesaid conditions, including infractions by any of my sub-contractors and any lower tier sub-contractors, is my responsibility.
2. I hereby certify that:
  - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
  - b. No part of the aforementioned contract is or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. I agree to obtain and forward to the aforementioned grantee a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every sub-contractor, preferably prior to or where circumstances do not allow within ten (10) days after the execution of any sub-contract, including those executed by his/her sub-contractors and any lower tier sub-contractors.
4. Further, I certify that:
  - a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
\$	01	11	Y	Y			Y	Gutierrez Canales Engineering, PC 1851W. 24th Street, Suite 201 Yuma, AZ, 85364	

\* See Demographic and Trade Code table below for information

Race	Type of Trade Code
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

- a sole proprietorship;
- a partnership;
- a corporation organized in the State of Arizona or
- another organization (describe)

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Marisol A. Kelland	President / CEO	1851W. 24th Street, Suite 201



## CERTIFICATIONS

### CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

**Civil Rights Act of 1964, Title VI**, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

**And, Civil Rights Act of 1968, Title VIII**, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

**And, Rehabilitation Act of 1973, Section 503**, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

**And, Housing and Community Development Act of 1974, Section 109**, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

**And, Age Discrimination Act of 1975**, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

**And, Americans with Disabilities Act of 1990**, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

**And, Executive Order 11063**, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

**And, Executive Order 11246**, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in one (1) year.

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

## **EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503**

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
  - a. Recruitment, advertising and job application procedures;
  - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - c. Rates of pay or any other form of compensation and changes in compensation;
  - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
  - e. Leaves of absence, sick leave or any other leave;

- f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
  - g. Activities sponsored by the contractor including social or recreational programs; and
  - h. Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
  3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
  4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
  5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.

6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

### **PROCUREMENT OF RECOVERED MATERIALS**

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

### **ACCESS TO RECORDS AND RECORDS RETENTION**

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General* and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

## CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Recipient or Consultants*.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient or Consultants* that develops at any time during this contract will be immediately disclosed to the *Recipient and Consultants*.

## ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

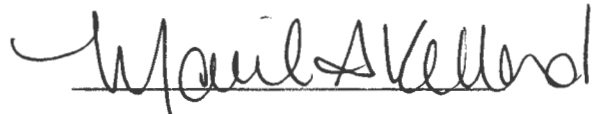
## CERTIFICATIONS SIGNATURE FORM

*Return this page with proposal.*

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Marisol A. Kelland

(Typed Name of Official)

A handwritten signature in black ink that reads "Marisol A. Kelland". The signature is written in a cursive style and is positioned above a horizontal line.

(Signature of Official)

**INCLUDE A COPY OF THE CURRENT  
WAGE RATE DECISION**

PK 20

"General Decision Number: AZ20220021 02/25/2022

Superseded General Decision Number: AZ20210021 Gutierrez Canales Engineering, PC

State: Arizona

Construction Type: Heavy

HEAVY CONSTRUCTION, Includes Water and Sewer Lines and Heavy Construction on Treatment Plant Sites

County: Yuma County in Arizona.

HEAVY CONSTRUCTION PROJECTS (DOES NOT INCLUDE DAM CONSTRUCTION)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$15.00 per hour (or	
	the applicable wage rate	
	listed on this wage	
	determination, if it is	
	higher) for all hours	
	spent performing on the	
	contract in 2022	
If the contract was awarded on	. Executive Order 13658	
or between January 1, 2015 and	generally applies to the	
January 29, 2022, and the	contract.	

contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$11.25 per hour (or the
	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

CARP0408-006 07/01/2021

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 30.63	13.49

-----  
 ELEC0570-009 12/01/2021

	Rates	Fringes
ELECTRICIAN ... ..	\$ 29.49	18%+6.00

ZONE DEFINITIONS-

Zone A: the area within a thirty-nine (39) mile radius from a base point at the Tucson Town Hall.

Zone B: 40 to 74 mile radius from the town hall in Tucson- an additional \$ 3.50 per hour

Zone C: 75 mile radius from the town hall in Tucson to the outer limits of the geographic jurisdiction- an additional \$ 7.50 per hour

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ENGI0428-011 06/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 28.59	12.12
Group 2.....	\$ 31.86	12.12
Group 3.....	\$ 32.94	12.12

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Small Self-Propelled Compactor (with blade), Bobcat/Skidsteer/Skid Loader, Oiler

GROUP 2: Self-Propelled Compactor (with blade), Bulldozer, Grader/Blade (rough), Scraper

GROUP 3: Grader/Blade (finish)

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PAIN0086-002 04/01/2017

	Rates	Fringes
PAINTER (Brush Only).....	\$ 19.58	6.40

-----  
\* SUAZ2012-010 05/17/2012

	Rates	Fringes
BRICKLAYER.....	\$ 21.00	0.00
CARPENTER (Form Work Only).....	\$ 22.50	5.97
CEMENT MASON/CONCRETE FINISHER....	\$ 17.83	3.45
IRONWORKER, REINFORCING.....	\$ 20.66	13.59
IRONWORKER, STRUCTURAL.....	\$ 20.59	13.85
LABORER: Asphalt Raker/Shoveler/Spreader.....	\$ 15.76	4.42
LABORER: Common or General.....	\$ 16.00	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 17.00	4.55
LABORER: Grade Checker.....	\$ 18.14	4.55
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.91 **	0.00
LABORER: Pipelayer.....	\$ 14.52 **	2.35
LABORER: Power Tool Operator....	\$ 16.55	4.20
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.14	2.31
OPERATOR: Crane.....	\$ 20.76	4.42
OPERATOR: Drill.....	\$ 23.99	7.60
OPERATOR: Forklift.....	\$ 19.86	4.75

OPERATOR: Loader (Front End)....\$ 18.25	4.58
OPERATOR: Mechanic.....\$ 17.41	4.03
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 17.07	3.20
OPERATOR: Roller.....\$ 21.13	8.36
OPERATOR: Screed.....\$ 16.82	2.52
OPERATOR: Tractor.....\$ 24.43	7.70
OPERATOR: Trencher.....\$ 16.11	2.25
OPERATOR: Broom/Sweeper.....\$ 15.40	2.45
PAINTER: Pavement Marking/Parking Lot Striping.....\$ 19.94	4.10
PAINTER: Roller and Spray.....\$ 20.65	4.45
PIPEFITTER.....\$ 27.00	12.03
TRUCK DRIVER: Dump Truck.....\$ 14.43 **	1.16
TRUCK DRIVER: Flatbed Truck.....\$ 16.84	3.51
TRUCK DRIVER: Water Truck.....\$ 14.10 **	2.21

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1 ) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final

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**THIS CLAUSE MUST BE INCLUDED IN ALL SECTION 3 COVERED RFPs, RFQs, BIDS AND CONTRACTS**

### Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

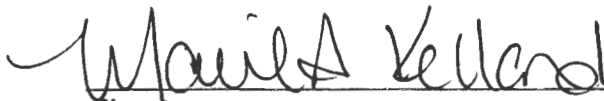
**THIS DOCUMENT AND A COMPLETE PERMANENT AND PROJECT WORKFORCE BREAKDOWN SPREADSHEET (FORM S3B-1) MUST BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS**

Section 3 Assurances (Form S3B 1)

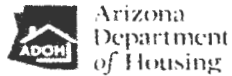
<b>Name of Official Representative</b>	Marisol A. Kelland
<b>Business/Contractor Name</b>	Gutierrez Canales Engineering, PC
<b>Project Name or Bid Number</b>	City of San Luis Mesa Improvements / CDBG Contract # 119-22

I, the undersigned, as official representative of the above-named business/contractor hereby certify that:

1. A complete permanent and project workforce breakdown form (S3B-2) has been submitted with this bid for the above-named business/contractor and each subcontractor that is known to be a party to this project.
2. The above-named business will comply with Section 3 requirements, to include recordkeeping and reporting, and will cause any subcontractor to comply with Section 3 requirements, to include recordkeeping and reporting, for the above-named project
3. The above-named business/contractor will make, and cause any subcontractor to make every attempt to hire qualified Section 3 and Targeted Section 3 workers for any unfilled positions.
4. The above-named business/contractor will make every attempt to hire subcontractors that are Section 3 businesses.
5. I understand that failure to comply may result, in whole or in part, in contract cancellation, termination of suspension.

  
Signature

6/22/2022  
Date



**PERMANENT AND PROJECT WORKFORCE BREAKDOWN (FORM S3B-2)**

Enter information only in green-shaded cells.

Submit one attachment for the prime contractor and one for each subcontractor

**ATTACHMENT A - PERMANENT AND PROJECT LABOR FORCE**

Recipient Name		This information to be provided by recipient
ADOH Contract Number		This information to be provided by recipient
Activity Number		This information to be provided by recipient
Project Name/Bid Number		This information to be provided by recipient
Contractor or Subcontractor Name	Gutierrez Canales Engineering, PC	
Section 3 Business	No	Select yes or no from the dropdown menu. The definition of a Section 3 business is included in Tab 2.

Enter the Employee Name or Unique Employee Identifier (e.g., last 4 digits of Social Security Number). If the position is vacant enter "Vacant".	Select position classification from the dropdown menu	Select yes if the employee is part of your permanent workforce. Select no if the position is vacant.	Enter the total estimated labor hours the employee will work on the project.	Select yes if the employee is a Section 3 worker as defined in Tab 2 Definitions.	Select yes if the employee is a Targeted Section 3 worker as defined in Tab 2 Definitions.	Use the dropdown menu to indicate if the employee is paid hourly or salary	Approximate Hire Date if Vacant (Month & Year)
Roberson, Richard	Supervisor	Yes	340	No	No	Salary	N/A
Fregozo, Gabino	Other	Yes	0	No	No	Hourly	N/A
Jimenez Valenzuela, Martin Cristobal	Other	Yes	516	No	No	Hourly	N/A
Lara, Pedro	Other	Yes	120	No	No	Hourly	N/A
Quirarte, Pedro	Other	Yes	120	No	No	Hourly	N/A
Millan, Juan	Other	Yes	0	No	No	Hourly	N/A
Duran Gallardo, Cornelio	Other	Yes	300	No	No	Hourly	N/A
Garica, Chris	Supervisor	Yes	40	No	No	Salary	N/A
Badilla, William "Billy"	Supervisor	Yes	200	No	No	Salary	N/A
Arellano, Alberto, E.	Other	Yes	200	No	No	Hourly	N/A
Leon, Ernesto	Other	Yes	0	No	No	Hourly	N/A
Rendon, Julio	Other	Yes	0	No	No	Hourly	N/A
Stuckey, Nicolas	Other	Yes	120	No	No	Hourly	N/A
Gallardo, Alberto Duran	Other	Yes	300	No	No	Hourly	N/A

Arzola, Esteban Rios	Other	Yes	516	No	No	Hourly	N/A
Pimentel, Jared	Other	Yes	0	No	No	Hourly	N/A
Anaya, Joseph	Other	Yes	200	No	No	Hourly	N/A
Ruiz Gonzalez, Elias Antonio "Tony"	Other	Yes	200	No	No	Hourly	N/A
Muniz, Leonardo	Other	Yes	200	No	No	Hourly	N/A
Lopez Sanchez, Emmanuel	Other	Yes	200	No	No	Hourly	N/A
Hernandez, Guillermo	Other	Yes	200	No	No	Hourly	N/A
Montiel, Gilberto Gutierrez	Other	Yes	200	No	No	Hourly	N/A
Ramos, Rodrigo Acosta	Other	Yes	200	No	No	Hourly	N/A
Reyes Acosta, Fausto	Other	Yes	516	No	No	Hourly	N/A
Gonzalez, Victor M.	Other	Yes	200	No	No	Hourly	N/A
Lopez, Eduardo Diarte	Other	Yes	200	No	No	Hourly	N/A
Contreras, Adrian	Other	Yes	0	No	No	Hourly	N/A
Rodriguez, Allan	Other	Yes	516	No	No	Hourly	N/A
Magana, Martin	Other	Yes	120	No	No	Hourly	N/A
Ruiz, Jose D. (Jr.)	Other	Yes	0	No	No	Hourly	N/A
Casares Sarinana, Alejandro	Other	Yes	0	No	No	Hourly	N/A
Arce, Joaquin Perez	Other	Yes	0	No	No	Hourly	N/A
Garcia, Andres	Other	Yes	120	No	No	Hourly	N/A
Gonzalez, Jesus Ernesto	Other	Yes	120	No	No	Hourly	N/A
Vallejo, Jose Luis	Other	Yes	0	No	No	Hourly	N/A
Womack, Dewey	Other	Yes	0	No	No	Hourly	N/A
Morgan, Justin	Other	Yes	80	No	No	Hourly	N/A
Ruiz, Christian	Other	Yes	300	No	No	Hourly	N/A
Lopez, Miguel	Supervisor	Yes	344	No	No	Salary	N/A
Ruiz, Jose	Supervisor	Yes	344	No	No	Salary	N/A

Section 3 Business Self-Certification Form (SBB-3)


A Section 3 Business shall certify and provide evidence the business is a Section 3 Business as defined in Section 24 CRF 75.

Business Name Gutierrez Canales Engineering, PC  
 Address 1851W. 24th Street, Suite 201  
 City, State, Zip Code Yuma, AZ, 85364  
 Federal ID Number \_\_\_\_\_  
 Contact Person Marisol A. Kelland

√	
	The business named above is 51% or more owned and controlled by very-low or low-income persons.
	The business named above is 51% or more owned and controlled by public housing residents or residents currently residing in Section-8 assisted housing.
	Over 75% of the labor hours worked during the past three months by employees of the business named above were performed by employees who are very-low or low-income, or YouthBuild participants.

I hereby certify that:

1. The undersigned has the legal authority to make these certifications on behalf of the named business.
2. Documentation exists to verify the basis for this self-certification.
3. Documentation will be made available to the recipient, the State of Arizona, the US Department of Housing and Urban Development, or their designated representatives during normal business hours upon request.
4. I am aware that both I and the business named above are liable for civil or criminal penalties for willful falsification of any information provided in this document.

Name of Person Completing Form Marisol A. Kelland  
 Title of Person Completing Form President / CEO  
 Signature   
 Date 6/22/2022

Section 3 Worker Self-Certification Form (S3C-17)

A Section 3 Worker seeking preference in training and employment shall certify or submit evidence to the recipient, contractor, or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CRF 75.

Name of Worker           N/A          

√	
	I have reviewed the HUD income chart for my family size. My income for the previous year is below 80% of the median income for my family size.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

*Maria A Keller*  
Signature

6/22/2022  
Date

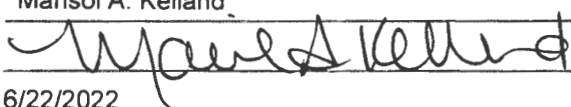
Section 3 Worker Employer Certification Form (S3C-18)

An employer of a Section 3 Worker seeking preference in training and employment shall certify and maintain evidence the worker is a Section 3 Worker as defined in Section 24 CRF 75.

Name of Employee N/A

√	
	I have reviewed the HUD income chart for the current year. The employee named above has an income that is currently below 80 percent of the median income for their family size based on my calculation of what the employee's wage rate would translate to if annualized on a full-time basis.
	The employee was hired within the past five (5) years. I have reviewed the HUD income chart for the year the employee named above was hired. At the time of hire, the employee named above had an income that was below 80 percent of the median income for their family size.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Employer Name Gutierrez Canales Engineering, PC  
 Employer Representative Name Marisol A. Kelland  
 Signature of Employer Representative   
 Date 6/22/2022

Targeted Section 3 Worker Self-Certification Form (2021)

A Section 3 Worker seeking the preference in training and employment shall certify or submit evidence to the recipient, contractor, or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CRF 75.

Name of Worker           N/A          

√	
	I am a YouthBuild participant.
	I was hired within the past five years and at the time of my hire was a YouthBuild participant.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

  
Signature

6/22/2022  
Date

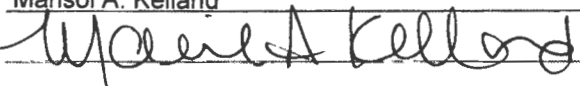
Targeted Section 3 Worker Employer Certification Form (5/31/17)

An employer of a Section 3 Worker seeking the preference in training and employment shall certify and maintain evidence the worker is a Section 3 Worker as defined in Section 24 CRF 75.

Name of Employee N/A

√	
	The employee named above resides within the project area as defined in the bid documents.
	The employee named above was hired within the past five years. At the time of hire, the employee resided within the project area as defined in the bid documents.
	I have certified this business as a Section 3 business and the employee is part of the business's permanent workforce.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Employer Name Gutierrez Canales Engineering, PC  
Employer Representative Name Marisol A. Kelland  
Signature of Employer Representative   
Date 6/22/2022

# JOBS! JOBS! JOBS!

Section 3 Notice – Employment and Training Positions Available (Form 53F-1)

**Name:** *[recipient or contractor/sub-contractor]*

**Project:** *[describe project]*

**Project Area:** *[one-mile radius or larger if fewer than 5,000 people within one mile radius]*

---

To comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended by the Housing and Community Development Act of 1992, and implementing regulations, *[name of recipient, contractor or sub-contractor]* hereby notifies all labor organizations or representatives of workers with whom it has a collective bargaining agreement or other understanding and all employees or applicants for training and employment that it will **give preference in filling new positions and in all training opportunities to persons who meet the requirements stated below. All persons must meet the minimum qualifications of the position to be considered for employment/training.**

1. Resides within the project area *[describe]*; or
2. Has an income for the previous or annualized calendar year that is below the HUD very-low or low-income limit; or
3. Is employed by a Section 3 business; OR
4. Is a YouthBuild participant.

***It is the responsibility of the applicant to document his/her status in any of the categories described above.***

*[Contractor/sub-contractor]* will be accepting applications for the following positions on *[date]* at *[location]*:

**Positions that will be available:**

<u>Title</u>	<u>Number</u>	<u>Minimum Qualifications</u>
<i>N/A</i>		

**Training and apprenticeship positions that will be available:**

<u>Title</u>	<u>Number</u>	<u>Minimum Qualifications</u>
<i>N/A</i>		

For further information, including requests relating to accessibility needs, please contact:

[Name]

[Address]

[Phone Number, TTY, E-mail]

[Recipient should consult with the ADOH to determine if this notice should be posted in languages other than English.]

Sample Employment Survey (Form S3F-2)

**NOTE: Consult the ADOH to determine if this form should be translated into another language.**

The [recipient] anticipates receiving federal housing and community development funds from the State of Arizona Department of Housing to undertake activities to improve the community. As a result of this funding, the [recipient] will be hiring additional staff and/or contractors in the near future to do various types of construction and related work. The [recipient] and/or contractors will be employing people with various types and ranges of skills. If you are interested in this type of employment, please complete the form on the reverse side and return it to the address indicated below. This form also asks whether you would be interested in training in any of these occupations and any special work-related needs you may have. You may be notified at a later date as to any further action you must take to be considered for employment, training or work-related services.

If you have further questions or special accessibility needs, please contact [name] at [phone number or TTY].

Return this form to: [recipient name and address]

Name	N/A
Address	
City, State, Zip Code	
Phone Number	
E-mail Address	

Please indicate any services you would need to enable you to accept employment or participate in job training:

<input checked="" type="checkbox"/>	
<input type="checkbox"/>	Child care
<input type="checkbox"/>	Transportation
<input type="checkbox"/>	Clothing
<input type="checkbox"/>	English as a second language
<input type="checkbox"/>	Other:

Please indicate office skills that you have:

<input checked="" type="checkbox"/>	
<input type="checkbox"/>	Typing. Words per minute:
<input type="checkbox"/>	Filing
<input type="checkbox"/>	Software programs (list):
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:

Please indicate construction skills that you may have or would like training for in the table on the following page.

Job Category	I would like training in this area ✓	Length of Experience			
		0 – 3 Months ✓	4 – 6 months ✓	7 months – 1 year ✓	More than 1 year ✓
Plumbing					
Carpentry					
Roofing					
Painting					
Interior					
Exterior					
Sewer					
Landscaping					
Sprinklers					
Plants					
Lawns					
Tree Pruning					
Tree Cutting					
Stump Removal					
Drywall					
Tile Flooring					
Carpet Laying					
Insulation					
Brick Layer					
Electrician					
Residential					
Commercial					
Laborer					
Cement Mason					





## CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath to the truth and correctness of all statements and of all answer to questions made hereinafter.

**SUBMITTED TO:** City of San Luis Arizona

**ADDRESS:** 1090 E. Union Street / P.O. BOX 1170 San Luis Az 85349

**SUBMITTED BY:**

**NAME:** Gutierrez Canales Engineering, PC

**ADDRESS:** 1851W. 24th Street, Suite 201

**PRINCIPAL OFFICE:**

**Corporation**  
**Partnership**  
**Individual**

**Joint Venture**  
**Other**

1. How many years has your organization been in business as a general contractor?
2. How many years has your organization been in business under its present business name?
  - a. Under what other or former names has your organization operated?
3. If a corporation, answer the following:
  - a. Date of incorporation: March 29,2002
  - b. State of incorporation: Arizona
  - c. President's name: Marisol A. Kelland
  - d. Vice-president's name(s): Marisol A. Kelland
  - e. Secretary's name: Marisol A. Kelland
  - f. Treasurer's name: Marisol A. Kelland
4. If an individual or a partnership, answer the following:
  - a. Date of organization: N/A - Gutierrez Canales Engineering, PC is a corporation
  - b. Name and address of all partners (state whether general or limited partnership):

5. If other than a corporation or partnership, describe organization and name principals:

N/A - Gutierrez Canales Engineering, PC is a corporation

6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers. List states in which partnership or trade name is filed.

Arizona and California

7. We normally perform the following work with our own forces:

YES

8. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

NO

9. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.

NO

10. On a separate sheet, list major construction projects your organization has in process, giving the name of project, owner, architect, contract amount, percent complete, and scheduled completion date.

Please see Attached

11. On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

Please See attached

12. On a separate sheet, list the construction experience of the key individuals of your organization.

Please See attached

13. Trade references: Nicklaus Engineering, Inc  
1851 W. 24th Street, Suite 201  
Yuma Az, 85364  
Stacy Gutierrez  
(928) 920-4054

14. Bank references: Foothills Bank  
2285 S. 4th Avenue  
Yuma Az, 85364  
~~Evo Searff~~ George Whitmer  
(928) 314-2406

15. Name of bonding company and name and address of agent:

Western Surety Company

Agent: George Frich  
Constructors Bonding Inc  
1220 N. 16th St. PHX, AZ  
85020

16. Attach a financial statement, audited if available, including Contractor's latest balance sheet and income statement showing the following items:

a. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):

b. Net fixed assets: \$ 2,902,246.00

c. Other assets: \$ 2,588,335.00

d. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes) \$ 894,949.00

e. Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings): \$ 4,237,656.00

f. Name of firm preparing financial statement and date thereof: Misenhimer, Aivazian &  
Tennant, P.C.

g. Is this financial statement for the identical organization named on page one? Yes

h. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary):

i. Will this organization act as guarantor of the contract for construction? Yes

17. Dated at \_\_\_\_\_ this  
20 day of June 2022

Name of organization: Gutierrez Canales Engineering, PC  
1851 W. 24th St. Ste. 201  
YUMA, AZ 85364

By: Maria A Kelland  
Title: President

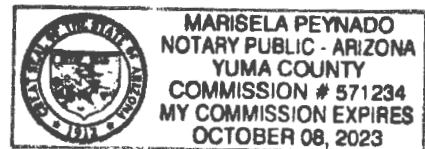
18. MARISOL A. Kelland being duly sworn deposes and says that  
he/she is the President of  
Gutierrez Canales Engineering, PC Contractor(s), and that answers to  
the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 20 day of June, 2022

MARISELA PEYNADO  
Notary Public

Maria A Kelland

My commission expires: 10/08/2023



**Gutierrez Canales, Engineering, P.C.**  
**Yuma, Arizona**

**FINANCIAL STATEMENTS**  
**Years Ended December 31, 2021 and 2020**

**Misenhimer, Aivazian & Tennant, P.C.**  
**Certified Public Accountants**  
**Yuma, Arizona**

Gutierrez Canales, Engineering, P.C.  
Yuma, Arizona

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**MISENHIMER, AIVAZIAN & TENNANT, P.C.**  
**CERTIFIED PUBLIC ACCOUNTANTS**

D. PAGE MISENHIMER, JR.  
SARA K. AIVAZIAN  
ELIZABETH A. TENNANT  
JEFFREY B. POLSTON

3150 S. CATALINA DRIVE, SUITE 1 P.O. Box 5693 YUMA, ARIZONA 85366-2483 TEL 928-314-1488 FAX 928-314-1499

**INDEPENDENT ACCOUNTANTS' REVIEW REPORT**

To the Shareholder  
Gutierrez Canales, Engineering, P.C.  
Yuma, Arizona

We have reviewed the accompanying balance sheets of Gutierrez Canales, Engineering, P.C. (an S corporation) as of December 31, 2021 and 2020, and the related statements of income and retained earnings and cash flows for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Accountant's Responsibility

Our responsibility is to conduct the reviews in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our reviews were made for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

The supplementary information contained in Schedule I through III are presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was not subject to our review engagement. We do not express an opinion, a conclusion, nor provide any assurance on such information.

*Misenhimer, Aivazian & Tennant P.C.*

April 6, 2022

Gutierrez Canales, Engineering, P.C.  
BALANCE SHEETS  
December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash (Note A)	\$ 175,787	\$ 5,602
Certificate of deposit (Note A)	277,870	276,217
Contracts and accounts receivable (Notes A and B)	1,619,160	1,967,981
Costs in excess of billings and estimated earnings on uncompleted contracts (Notes A and C)	<u>515,518</u>	<u>20,438</u>
<b>TOTAL CURRENT ASSETS</b>	<b>2,588,335</b>	<b>2,270,238</b>
<b>PROPERTY AND EQUIPMENT</b>		
Vehicles and equipment	4,108,148	3,410,045
Less accumulated depreciation	<u>(1,205,902)</u>	<u>( 864,820)</u>
<b>NET PROPERTY AND EQUIPMENT             (Note A)</b>	<b>2,902,246</b>	<b>2,545,225</b>
 <b>TOTAL ASSETS</b>	 <b><u>\$5,490,581</u></b>	 <b><u>\$4,815,463</u></b>

LIABILITIES AND SHAREHOLDER'S EQUITY

	<u>2021</u>	<u>2020</u>
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 429,292	\$ 274,297
Sales tax payable	34,970	-
Billings in excess of costs and estimated earnings on uncompleted contracts (Notes A and C)	356,421	452,576
Current maturities of long-term debt (Note E)	<u>74,266</u>	<u>74,298</u>
<b>TOTAL CURRENT LIABILITIES</b>	<b>894,949</b>	<b>801,171</b>
LONG-TERM DEBT, net of current maturities (Note E)	<u>357,476</u>	<u>427,100</u>
<b>TOTAL LIABILITIES</b>	<b>1,252,425</b>	<b>1,228,271</b>
<b>SHAREHOLDERS' EQUITY</b>		
Common stock, No par value; 1,000,000 shares authorized, 1,000 shares issued and outstanding	500	500
Retained earnings	<u>4,237,656</u>	<u>3,586,692</u>
<b>TOTAL SHAREHOLDER'S EQUITY</b>	<b><u>4,238,156</u></b>	<b><u>3,587,192</u></b>
<b>TOTAL LIABILITIES AND     SHAREHOLDER'S EQUITY</b>	<b><u>\$5,490,581</u></b>	<b><u>\$4,815,463</u></b>

See accompanying notes and  
independent accountants' review report.

Gutierrez Canales, Engineering, P.C.  
**STATEMENTS OF INCOME AND RETAINED EARNINGS**  
Years Ended December 31, 2021 and 2020

	2021	2020
<b>REVENUE</b>	<b>\$11,427,829</b>	<b>\$6,130,432</b>
<b>EXPENSES</b>		
Advertising	14,768	7,010
Auto	324,540	244,644
Bad debt	105	109
Bank charges	-	3,797
Charitable donations	-	350
Depreciation	341,082	223,203
Dues and subscriptions	12,216	9,172
Equipment leasing	105,647	6,062
Insurance	215,727	164,376
Interest	18,141	68,328
Meals, entertainment and travel	49,593	50,908
Office	426,034	230,654
Officer's compensation	142,697	120,000
Payroll taxes	253,083	152,442
Pension expense	58,712	50,282
Professional fees	86,655	37,903
Rent expense	166,165	121,620
Repairs and maintenance	149,030	64,330
Salaries and wages	2,807,316	1,733,117
Subcontractors	1,983,696	1,597,462
Supplies	3,452,726	808,765
Telephone and utilities	73,776	111,938
Workers compensation insurance	32,111	16,208
	<b>10,713,820</b>	<b>5,822,680</b>
<b>TOTAL EXPENSES</b>		
<b>INCOME (LOSS) FROM OPERATION</b>	<b>714,009</b>	<b>307,752</b>
<b>OTHER INCOME (EXPENSE)</b>		
Interest income	1,653	1,922
SBA PPP loan forgiveness	-	388,100
Gain on disposition of equipment	129,702	-
	<b>131,355</b>	<b>390,022</b>
<b>TOTAL OTHER INCOME</b>		
<b>NET INCOME</b>	<b>845,364</b>	<b>697,774</b>
<b>RETAINED EARNINGS, beginning</b>	<b>3,586,692</b>	<b>3,095,612</b>
Distributions	194,400	206,694
	<b>\$ 4,237,656</b>	<b>\$ 3,586,692</b>
<b>RETAINED EARNINGS, ending</b>		

See accompanying notes and  
independent accountants' review report.

Gutierrez Canales, Engineering, P.C.  
**STATEMENTS OF CASH FLOWS**  
Years Ended December 31, 2021 and 2020

	2021	2020
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net income	\$ 845,364	\$ 697,774
Adjustments to reconcile net loss to net cash provided (used) by operating activities:		
Depreciation	341,082	223,203
(Gain) on sale of equipment	-	-
Changes in assets and liabilities:		
Contracts and accounts receivable	348,821	( 576,494)
Accounts payable	154,995	233,261
Costs in excess of billings and estimated earnings of uncompleted contracts	( 495,080)	( 20,438)
Sales tax payable	34,970	-
Billings in excess of costs and estimated earnings of uncompleted contracts	( 96,155)	408,782
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<b>1,133,997</b>	<b>966,088</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Interest earned on certificate of deposit	( 1,653)	( 1,519)
Purchase property and equipment	( 698,103)	( 995,040)
<b>NET CASH (USED) BY INVESTING ACTIVITIES</b>	<b>( 699,756)</b>	<b>( 996,559)</b>
<b>CASH FLOW FROM FINANCING ACTIVITIES</b>		
Proceeds from issuance of long-term debt	-	329,930
- Repayment of long-term debt	( 69,656)	( 374,493)
Distributions to shareholder	( 194,400)	( 206,694)
<b>NET CASH (USED) BY FINANCING ACTIVITIES</b>	<b>( 264,056)</b>	<b>( 251,257)</b>
<b>NET INCREASE (DECREASE) IN CASH</b>	<b>170,185</b>	<b>( 281,728)</b>
CASH - beginning	5,602	287,330
CASH - ending	<u>\$ 175,787</u>	<u>\$ 5,602</u>

See accompanying notes and independent accountants' review report.

Gutierrez Canales, Engineering, P.C.  
NOTES TO FINANCIAL STATEMENTS  
Years Ended December 31, 2021 and 2020

NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT  
ACCOUNTING POLICIES

Nature of Operations

Gutierrez Canales, Engineering, P.C. (GCE) an S corporation, is an engineering firm in Yuma, Arizona and the surrounding areas. The Company has expanded into general contracting in the year 2011. Work is generally performed under fixed price contracts.

Cash Equivalents

For the purpose of the statement of cash flows, cash includes currency on hand, demand deposits, savings accounts and money market accounts. The Company considers all investments purchased with a maturity of three months or less to be cash equivalents. There were no cash equivalents as of December 31, 2021 or 2020.

Contracts and Accounts Receivable

Contracts and accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to contracts and accounts receivable. As of December 31, 2021 and 2020, no allowance has been provided for potentially uncollectible receivables because management believes all receivables are collectible.

Normal receivables are due 30 days after issuance of the invoice. Contract retentions are due 30 days after completion of the project and acceptance by the owner. Receivables past due more than 90 days are normally considered delinquent. Delinquent receivables are written off based on credit evaluation and specific customer circumstances.

See independent accountants' review report.

Gutierrez Canales, Engineering, P.C.  
NOTES TO FINANCIAL STATEMENTS  
Years Ended December 31, 2021 and 2020

NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT  
ACCOUNTING POLICIES (Continued)

Property, Equipment and Depreciation

Property and equipment are stated at cost. The Company's policy is to capitalize expenditures for property and equipment that exceed \$2,500 and have a useful life that extends beyond one year. When items are retired or disposed of, the cost and accumulated depreciation are removed from the accounts and any gain or loss is included in the statements of activities.

Depreciation is provided over the estimated useful lives of the respective assets on a straight-line basis. A summary of depreciable lives is as follows:

	<u>Years</u>
Equipment	5-20
Vehicles	5
Office furniture and equipment	3-10

Depreciation expense amounted to \$ 341,082 and \$223,203 for the years ended December 31, 2021 and 2020, respectively. For income tax purposes, depreciation is computed using various accelerated methods. Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

Planned Major Maintenance

Planned major maintenance is expensed as incurred.

Construction Revenue and Cost Recognition

Revenues from construction contracts are recognized on the percentage-of-completion method which is measured by the percentage of costs incurred to date in relation to management's estimate of total anticipated cost for each contract. This method is used because management considers total cost to be the best available measure of progress on contracts. Because of the inherent uncertainties in estimating, it is at least reasonably possible that the estimates used will change within the near term.

See independent accountants' review report.

Gutierrez Canales, Engineering, P.C.  
NOTES TO FINANCIAL STATEMENTS  
Years Ended December 31, 2021 and 2020

NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT  
ACCOUNTING POLICIES (Continued)

Construction Revenue and Cost Recognition (continued)

Contract costs include all direct material, labor, equipment, subcontract and those indirect costs related to contract performance. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions and estimated profitability may result in revisions to costs and income and are recognized in the period in which the revisions are determined. Contracts are considered complete when substantially all costs have been incurred.

The asset "Costs and estimated earnings in excess of billings on uncompleted contracts" represents revenue recognized in excess of amounts billed.

The liability "Billings in excess of costs and estimated earnings on uncompleted contracts" represents billings in excess of revenue recognized.

Presentation of Transaction Privilege Tax

A transaction privilege tax on certain construction activities is assessed by the state of Arizona and by the counties and most cities in Arizona. The tax rate depends on the job location and other factors. The Company's accounting policy is to include the tax collected and remitted to the state in construction revenue and costs of construction.

Business and Credit Concentrations

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and contracts receivable. At times, cash deposits may be in excess of the FDIC insurance limit.

The Company's customers are concentrated in Yuma, Arizona and Imperial and San Diego Counties, California and the surrounding areas. The Company provides engineering services to various private companies, local and federal governments and other engineering firms. The Company issues credit under binding contracts.

See independent accountants' review report.

Gutierrez Canales, Engineering, P.C.  
NOTES TO FINANCIAL STATEMENTS  
Years Ended December 31, 2021 and 2020

NOTE A - NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT  
ACCOUNTING POLICIES (Continued)

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Advertising Costs

Advertising costs are generally charged to operations in the year incurred and totaled \$14,768 and \$7,010 for the years ended December 31, 2021 and 2020, respectively.

Income Taxes

The Company with the consent of its shareholders has elected to be taxed under the provisions of subchapter "S" of the Internal Revenue Code. Under these provisions, the Company generally does not pay corporate income taxes on its taxable income. Instead, the shareholders report on their personal income tax returns, their proportionate share of the Company's taxable income.

Management has evaluated the income tax positions taken or expected to be taken, if any, on income tax returns filed and the likelihood that, upon examination by relevant jurisdictions, those income tax positions would be sustained. Based on the results of this evaluation, management determined there are no positions that necessitated disclosures and/or adjustments.

See independent accountants' review report.

Gutierrez Canales, Engineering, P.C.  
 NOTES TO FINANCIAL STATEMENTS  
 Years Ended December 31, 2021 and 2020

NOTE B - CONTRACTS AND ACCOUNTS RECEIVABLE

Contracts and accounts receivable consist of:

	<u>12/31/2021</u>	<u>12/31/2020</u>
Current	\$ 933,659	\$ 1,560,703
31-60 days	96,993	10,044
61-90 days	78,531	141,291
91 and over	280,657	255,943
Retainage	<u>229,320</u>	<u>-</u>
	<u>\$ 1,619,160</u>	<u>\$ 1,967,981</u>

NOTE C - CONTRACTS IN PROGRESS

Information relative to contracts in progress is as follows:

	<u>2021</u>	<u>2020</u>
Expenditures on uncompleted contracts	\$ 4,859,128	\$ 1,142,331
Estimated earnings thereon	<u>410,996</u>	<u>233,973</u>
	5,270,124	1,376,304
Less billings applicable thereon	<u>5,111,027</u>	<u>1,808,442</u>
	<u>\$ 159,097</u>	<u>\$ ( 432,138)</u>

Included in the accompanying balance sheets under the following captions:

	<u>2021</u>	<u>2020</u>
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 515,518	\$ 20,438
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>( 356,421)</u>	<u>( 452,576)</u>
	<u>\$ 159,097</u>	<u>\$ ( 432,138)</u>

See independent accountants' review report.

Gutierrez Canales, Engineering, P.C.  
 NOTES TO FINANCIAL STATEMENTS  
 Years Ended December 31, 2021 and 2020

NOTE D - LINE OF CREDIT

The Company has a \$725,000 revolving line of credit note with a variable interest rate at the lender's prime rate plus 1.00%. The interest rate is adjusted monthly and is 3.25% for December 2021. The note has an extended maturity date of September 13, 2026. The note is collateralized by corporate assets and is guaranteed by the shareholder. The bank has the right of set off in all checking, savings and other accounts of the Company

NOTE E - LONG-TERM DEBT

Long-term debt consists of the following:

	2021	2020
Note payable, secured by vehicle; monthly payment of \$2,340 including interest at 0.9%, maturity date December 2025.	\$ 79,736	\$ 98,196
Note payable, secured by equipment; monthly payment of \$2,319 including interest at 4.25%, maturity date October 2027.	143,729	164,922
Note payable, secured by equipment; monthly payment of \$1,618 including interest at 4.25%, maturity date October 2027.	102,595	114,848
Note payable, secured by equipment; monthly payment of \$1,708 including interest at 4.25%, maturity date December 2027.	105,682	123,432
	431,742	501,198
Less current maturities	74,266	74,298
	\$ 357,476	\$ 427,100

See independent accountants' review report.

Gutierrez Canales, Engineering, P.C.  
NOTES TO FINANCIAL STATEMENTS  
Years Ended December 31, 2021 and 2020

Maturities of long-term debt are as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2022	\$ 74,266
2023	76,600
2024	79,030
2025	76,565
2026	62,149
Thereafter	<u>63,132</u>
	<u>\$431,742</u>

**NOTE F - OPERATING LEASES**

The Company rents office space in two locations in Yuma, Arizona. The shareholder of Gutierrez Canales Engineering, PC is a 50% limited liability company member that owns the building. The operating leases requires rent of \$10,135 per month. The lease expires September 30, 2022. Rent expense was \$121,620 for the year ended December 31, 2021 under this lease.

Minimum operating lease payments are as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2021	\$121,620
2022	<u>121,620</u>
Total	<u>\$243,240</u>

The Company rents various equipment under month-to-month arrangements.

See independent accountants' review report.

Gutierrez Canales, Engineering, P.C.  
NOTES TO FINANCIAL STATEMENTS  
Years Ended December 31, 2021 and 2020

NOTE G - CONTINGENCIES

Periodically, the Company may be contingently liable with respect to claims incidental to the ordinary course of its contracting operations. In the opinion of management, the ultimate outcome of such matters will not have a material adverse effect on the Company. Accordingly, no provision has been made in the accompanying financial statements for losses, if any, which might result from the ultimate disposition of these matters should they arise.

NOTE H - RETIREMENT PLAN

The Company has adopted a retirement plan under Section 401(k) of the Internal Revenue Code. Under the plan, eligible employees can elect to defer a percentage of their salary, subject to Internal Revenue Service limitations. The Company's contributions to the plan are based upon current "safe harbor" provisions of the Internal Revenue Code. The Company matches 100% of each employee's contribution up to 3% and 50% up to an additional 2% of each employee's contribution. The Company made matching contributions of \$58,712 and \$50,282 for the years ended December 31, 2021 and 2020, respectively. All administrative costs of the plan are paid by the Company.

NOTE I - RELATED PARTY TRANSACTIONS

The Company rents office space from a related party as described in Note F.

NOTE J - SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 6, 2022 the date the financial statements were available to be issued.

See independent accountants' review report.

SUPPLEMENTARY INFORMATION

Contract Number	Contract Name	Contract as Amended	Original Contract	Total Cost	Gross Profit
20C-0003	May 01st San Luis - Recycling	\$ 18,825	\$ 27,245	\$ 7,609	\$ 31,216
20C-0005	Baptist Church Shade Structure	19,858	16,482	21,344	(1,486)
20C-0010	Ava 7th & Hirolo Dr Paving	5,705	4,735	2,994	2,711
20C-0021	Downtown Balanced Crosswalk & Spot Drainage Improvements	92,035	76,389	96,435	(2,400)
20C-0027	AlE Makeys - DEMC	117,000	97,110	84,039	32,961
20C-0036	YRC Dried Sludge Removal	587,500	487,628	472,597	114,943
20C-0049	Rocky Mountain Communications Paving	41,281	34,264	22,183	19,098
20C-0009	Upgrade Sewage Lagoon for KFM, TPO	1,910,730	1,585,906	1,247,207	663,523
20C-0019	Catalina Drive & Palo Verde St. PAVEMENT	893,592	741,648	918,962	(25,410)
20C-0038	Megafine Ind. Park Unit No. 3 Base Phase	553,759	512,628	379,194	174,605
21C-0001	MCA Portable Communication Shelter	143,116	109,702	89,419	53,701
21C-003	Manufactured Home Removal	27,400	13,770	12,782	14,618
21C-0012	Rose Runway and Residence Entrance Road	932,953	305,740	462,493	70,460
21C-0014	Boyd Residence Road	81,297	56,908	71,980	9,317
21C-0024	CDT Light Pole Base Demolition	11,964	9,930	5,851	6,113
21C-0030	1st Ave Retaining Repositionment Court Street	217,315	109,568	197,614	19,701
21C-0032	Chocolate Mountain Runway Range Excavate	19,539	15,240	8,192	11,347
21C-0035	Arizona Brain Concrete Work	49,847	41,340	32,704	17,143
21C-0051	Sum Graphix AC Innovations	27,662	18,046	22,688	4,974
21C-0052	MCA Agcon Power Washing	19,864	13,904	10,089	9,775
21C-0065	Camino Del Diablo Hydraulic Fluid Spill	10,357	7,560	1,425	8,932
21C-0066	Quentin Road Maintenance Retention	399,364	134,271	203,090	132,274
21C-0068	Coyote Wash Sewer System Expansion	7,385	6,231	3,574	3,811
21C-0071	102 & Hwy 80 Paved Crossing Median	14,642	9,224	10,065	4,577
21C-0077	MCA Business Clean Up-RTI	9,110	3,730	460	4,650
21C-0084	COB-Suburban AC Patch Corner of Mustang	7,646	5,352	1,461	6,185
21C-0094	Dan Terlock Lot Grub Ave B	46,710	29,427	32,981	13,729
21C-0095	Harwin Pro Exploratory Excavation	1,924	1,347	396	1,528
		\$ 9,820,340	\$ 4,475,322	\$ 4,417,744	\$ 1,002,596

See independent accountants' review report.

Outlet Creek Canales Engineering, PC  
 SCHEDULE II - CONTRACTS IN PROGRESS  
 Year Ended December 31, 2021

Description	Contract	Retained		Estimated Gross Profit	Revenue Earned	Cost	Program Billing	(over) Under Billed
		Cost	Cost					
South Somerset Area Drainage Improvement (21C-0002)	\$ 3,993,296	\$ 3,017,036	\$ 178,260	\$ 2,076,438	\$ 2,555,125	\$ 2,305,592	\$ 369,860	
Coyote Wash Channelization Project (21C-0020)	1,492,536	1,463,282	1,284	1,444,846	1,443,707	1,280,595	64,351	
Rumsey CWC Fleet Center (21C-0023)	494,008	444,807	49,401	439,330	413,397	444,008	(34,678)	
Adair Memorial Park Archery Range Upgrade (20X-0038)	242,737	152,924	89,813	139,944	122,185	231,436	(17,492)	
Gradden Park ADA Improvements (21C-0055)	162,878	130,360	31,928	34,539	27,742	102,131	(67,594)	
402 & Hwy 80 Railroad Crossing Median (21C-0071)	14,642	9,224	5,418	14,526	9,181	14,641	(115)	
COT AS Ave Paving/ Palo Verde to City Club (21C-0063)	968,169	610,376	358,593	186,482	213,962	89,704	82,188	
Quoniam Road Maintenance Services (21C-0066)	333,452	210,075	123,377	167,796	185,486	335,384	(167,608)	
Take 5 Oil Change (21C-0072)	262,951	189,387	73,564	58,668	42,234	80,433	(39,765)	
770 Bldg. 2017 Fire Suppression System (21C-0041)	481,597	313,038	168,559	119	77	-	119	
1700 Install Electric Circuits Bldg 5185 (21C-0085)	3,000	1,890	1,110	717	451	1,500	(783)	
Dan Terlecki Lot Grub-Avenue B (21C-0084)	46,710	29,427	17,283	39,674	24,998	46,710	(7,036)	
Harvest Pro Exploratory Excavation (21C-0085)	1,924	1,347	577	565	386	1,824	(1,359)	
	\$ 8,470,300	\$ 7,371,164	\$ 1,099,136	\$ 5,270,184	\$ 4,889,128	\$ 5,111,027	\$ 139,077	

See independent accountants' review report.

Outierrez Canales Engineering, PC  
 SCHEDULE III - CONTRACTS IN PROGRESS  
 Year Ended December 31, 2020

Description	Contract	Estimated		Estimated		Revenue	Cost	Progress	(Over) Under
		Cost	Revenue	Cost	Profit				
20C-0003 - Hwy 01161 San Luis - Recycling - Completed	\$ 32,825	\$ 27,245	\$ 5,580	\$ 13,705	\$ 11,375	\$ 58,825	\$ (19,120)		
20C-0005 - Baptist Church Shade Structure-Completed	19,858	16,482	3,376	29,808	24,824	18,858	10,050		
20C-010 Ave 7E & Nicola Dr Patches	5,705	4,735	970	4,994	4,145	5,705	(711)		
20C-0021 - Downtown Raised Crosswalk & Spot Drainage Improvements-Completed	92,035	76,389	15,646	94,884	78,295	92,035	2,250		
20C-0027 - ALS Hawkeye - USMC-Completed	117,000	97,110	19,890	110,292	91,543	117,000	(6,708)		
20C-0038 - YPC Dried Sludge Removal	587,500	487,625	99,875	220,046	182,638	587,500	(387,454)		
20C-0049 - Rocky Mountain Communications Paving-Completed	41,281	34,264	7,018	3,531	2,930	21,667	(18,132)		
19C-0032 - Upgrade Sewage Lagoon for KFR	1,903,265	1,579,710	323,555	2,655	2,204	-	2,655		
20C-0009 - Upgrade Sewage Lagoon for KFR, YPD	1,910,730	1,585,906	324,824	620,074	514,662	656,299	(36,224)		
20C-0018 - Catalina Drive & Palo Verde St. Pavement	893,552	741,648	151,904	240,313	199,460	244,539	(4,226)		
20C-0028 - Magazine Ind. Park Unit No. 3 Base Phase	617,624	512,628	104,996	34,500	30,285	31,018	5,482		
	\$ 5,221,375	\$ 5,163,741	\$ 1,057,634	\$ 1,376,303	\$ 1,147,331	\$ 1,808,442	\$ (432,138)		

See Independent accountants' review report.

## ITEM 2 – PROJECT MANAGER AND PAVING TEAM EXPERIENCE

MARISOL A. KELLAND, PE, PRINCIPAL/HEALTH AND SAFETY MANAGER

**EDUCATION:** BS Civil Engineering; Northern Arizona University

**PROFESSIONAL REGISTRATIONS:** Registered Engineer (Civil)

California #C 81679 | Arizona #35477 | Nevada # 22780 | New Mexico # 22731 | Texas # 129612

**RELEVANT CERTIFICATIONS:** US Army Corps of Engineers (USACE) Construction Quality Management for Contractors (CQM) #784

**PROFESSIONAL AFFILIATIONS:**

American Society of Civil Engineers (ASCE)  
American Society of Professional Engineers (ASPE)  
Society of American Military Engineers (SAME)  
AWC Engineering Community Advisory Board  
Rotary International

**Tasks to be performed:** As President and CEO of GCE, Ms. Kelland will serve as the Project Principal to ensure that the full depth of the company's resources are dedicated to this project whenever needed. She is ultimately responsible for the successful completion of this project. She will also oversee the Site Safety and Health Officer (SSHO) to ensure Site Safety and Health Plan (SSHP) is properly developed and implemented.

Ms. Kelland is a registered civil engineer and licensed contractor with over 23 years of design and construction experience. Her background as both an engineer and a construction contractor provide a uniquely qualified and effective Project Principal. She has been involved in the design, construction, and construction management of a wide variety of projects including: concrete and asphalt pavement projects, water and wastewater treatment plant upgrades, water lines, sewer lines, lift stations, manholes, retention basins, storm drains, curb and gutter, and sidewalks. Ms. Kelland has completed many projects through various federal contracts, including for the US Navy, US Marine Corps, US Army, Yuma International Airport, and US Customs and Border Protection (CBP).

**USACE CENTER LEFT TURN LANE AND ROADWAY IMPROVEMENTS | YUMA, AZ**

GCE was awarded a Performance Oriented Construction Activity (POCA) Indefinite Delivery Indefinite Quantity (IDIQ) contract by the U.S. Army Corps of Engineers (USACE) to perform construction work within the Los Angeles District. Ms. Kelland served as the Principal and Construction Engineer for all task orders awarded under this design-build contract, including Task Order #3 to design and construct a new center left turn lane for access to a newly constructed visitor center at the Yuma Proving Ground (YPG) (*Ref: Project #4, Section #1*).

**Client: USACE, Los Angeles District • Project Representative: Bryn Butler • Cost: \$397,537**

**MCAS YUMA PAVING FOR VARIOUS PROJECTS | YUMA, AZ**

Ms. Kelland served as the Principal and Construction Engineer for a task order to provide paving and concrete repairs at various locations at Marine Corps Air Station (MCAS) Yuma, AZ (*Ref: Project #5, Section #1*). The project involved the repair of the parking lots (comprising approximately 6,800 square yards) at two separate buildings, as well as a rotary aircraft refueling apron. In addition, the existing concrete, curbing, and asphalt at twenty (20) new ADA-compliant ramp locations were removed and replaced. **Client: Nicklaus Engineering, Inc. • Project Representative: Stacy Gutierrez • Cost: \$795,616**

**USACE POCA IDIQ CONTRACT | YUMA, AZ and WHY, AZ**

Ms. Kelland was the Principal and Project Designer for the Oasis Landing Zone. She developed a new civil site plan and grading plan for a 26-acre brown-out research and development area. She prepared a topographic survey, performed a drainage analysis, sized on-site retention basins, and prepared a SWPPP, QC Plan, and EPP Plan. The Aquila Recovery Site Project is a vital component of a worldwide project sponsored by Facebook to bring internet access to people living in remote locations. Ms. Kelland designed a solar powered Unmanned Aerial Vehicle landing pad, access road, and retention basins. **Client: USACE, Los Angeles District • Project Representative: Bryn Butler • Combined Cost: \$1,010,767**

## ITEM 2 – PROJECT MANAGER AND PAVING TEAM EXPERIENCE

### MARK KELLAND, PROJECT MANAGER

**EDUCATION:** U.S. Military Academy West Point; West Point, NY; Civil Engineering, Arizona State University, Tempe, AZ

**RELEVANT CERTIFICATIONS:** Dale Carnegie School of Business; USACE Construction Quality Management for Contractors (CQM) #784; 30-Hour OSHA Hazard Recognition Training; CPR, AED, and Basic First Aid Certified.

**PROFESSIONAL AFFILIATIONS:** Society of American Military Engineers (SAME)

**Tasks to be performed:** Mr. Kelland will ensure adherence to specifications, budget, and schedule. He will oversee the project superintendent, foreman, scheduler, quality control, and safety personnel.

Mr. Kelland possesses a broad base of skills, knowledge, and experience that he has developed in over 32 years as a field operations manager, project manager, heavy equipment supervisor and operator (motor grader, loader, paddle scraper, water pulls, Gannon tractor, and roller), crusher plant manager, hot plant manager, and business owner. His experience includes successful delivery of federal, state, and local government contracts. He is a skilled project manager and has a proven record of success. His extensive experience in paving and asphalt industry affords him unquestioned credibility when managing projects. Mr. Kelland's experience, coupled with his education in civil engineering makes him a multi-disciplined businessman and contractor with the communication skills necessary to successfully complete complex projects requiring strict adherence to specifications, budget, and schedule, ensuring that projects are completed to the standards, policies and procedures established by the clients.

#### **USACE POCA IDIQ CONTRACT | YUMA, AZ and WHY, AZ**

GCE was awarded a Performance Oriented Construction Activity (POCA) Indefinite Delivery Indefinite Quantity (IDIQ) contract by the U.S. Army Corps of Engineers (USACE) to perform construction work within the Los Angeles District. Mr. Kelland served as Project Manager for all task orders awarded under this design-build contract, including Task Order #3 to design and construct a new center left turn lane for access to a newly construct visitor center at the Yuma Proving Ground (YPG) (*Ref: Project #4, Section #1*). In addition, under another task order, the Oasis Landing Zone project included construction of test lanes, drainage improvements, aircraft landing pad, access road, and placement of targets/obstacles. For all task orders, Mr. Kelland ensured that the project objectives were clearly understood by having meetings with the end user, early on, and worked with the designer of record (DOR) to utilize the most cost-effective solutions for design. His primary responsibilities on all task orders included scheduling, organizing resources, submittal review, oversight of construction crews, and reporting. **Client: USACE • Project Representative: Bryn Butler • Combined Cost: \$1,010,767**

#### **NAF EL CENTRO TAXIWAY F&G AND RUNWAY 12/30 | EL CENTRO, CA**

The airfields at NAF El Centro were in urgent need of repair in order to continue military operations. Taxiway F&G were both asphaltic pavement and presented FOD (foreign object debris) hazards due to cracking, raveling of the aging pavement, uneven surface, and obscured pavement markings. Runway 12/30 was also in need of repair due to extensive use and exposure to the harsh desert climate. As Project Manager, Mr. Kelland prepared a project schedule to ensure airfield activities would have minimal interruption. He also prepared all material submittals, and ensured all personnel received the proper training for driving within the airfield. He supervised all cold milling operations, demolition, paving, joint sealing, striping, and quality control testing. **Client: NAVFAC SW • Project Representative: Daniel Valdez • Construction Cost: \$451,178**

#### **PAVING REQUIREMENTS FOR US ARMY PROVING GROUND | YUMA, AZ**

The contract work included demolition, subgrade preparation, ABC placement, concrete curbing, concrete sidewalks, striping, and signage for numerous roadways at the YPG, Yuma, AZ. As Project Manager, Mr. Kelland oversaw and directed the operations to service this contract and worked with YPG to complete delivery orders on time and within budget. **Client: YPG • Project Representative: Ann Sanchez • Construction Cost: \$2.6M**

#### **Other Related Projects**

- Yuma International Airport Runway 8/26 Paving. Construction Cost: \$2M
- Gateway Park Paving. Construction Cost: \$4.5M
- Arizona Department of Transportation (ADOT) Highway 95 Sunset Drive. Construction Cost: \$6.5M
- Arizona Department of Transportation (ADOT) Araby and 32<sup>nd</sup> Street Interchange. Construction Cost: \$4.5M

## ITEM 2 – PROJECT MANAGER AND PAVING TEAM EXPERIENCE

### LOUIS A. BUSTILLOS - PROJECT SUPERINTENDENT/QC

#### PROFESSIONAL CERTIFICATIONS:

USACE Construction, Quality Management (CQM) for Contractors Certificate  
40-Hour EM385-1-1 Certificate of Completion  
OSHA 40 Hour HAZWOPER Certificate of Completion  
OSHA 30-Hour Hazard Recognition Training for Construction  
Excavation Training for the Competent Person  
Fall Protection for the Competent Person  
CPR, AED, and Basic First Aid

**Tasks to be performed:** As Project Superintendent, Mr. Bustillos will provide oversight on the project from start to finish to ensure that construction standards and schedules are met, as well as oversee quality control and safety.

Mr. Bustillos has been in the construction field for more than 29 years. Mr. Bustillos has previously managed up to 200 employees and overseen various types of field operations, including roadways and parking lots, from subgrade preparation to final paving. His responsibilities as a Project Superintendent include oversight and directing construction projects from conception to completion, scheduling and coordination of crews and subcontractors, implementing quality control programs, and cost management. His wide range of experience includes Crusher Plant Operation (loading trucks, and plant maintenance), Hot Plant Operation, and Heavy Equipment Operation (motor grader, loader, paddle scraper, water pulls, Gannon tractor, water truck, and roller). His familiarity with every aspect of the paving industry has made him an expert in the industry, with the skills necessary to be an efficient Project Superintendent.

#### YPG ADD LEFT TURN LANE, IMPERIAL DAM ROAD | YUMA, AZ

The scope of this project was to design and construct a new 1,500 LF left turn lane on Imperial Dam Road at the Yuma Proving Ground (YPG) (Ref: Project #4, Section #1). The purpose of the project was to alleviate traffic concerns caused by a new visitor center built to serve as a central location to obtain badges for base access, as well as for tourists visiting the Wahner Brook Memorial Site. Mr. Bustillos served as the Project Superintendent on this project. His duties included daily scheduling and coordination of crews and subcontractors, such as grading and paving crews. He also ensured the safety and compliance of the site. **Client: USACE • Project Representative: Bryn Butler • Cost: \$397,537**

#### MCAS YUMA PAVING FOR VARIOUS PROJECTS | YUMA, AZ

Mr. Bustillos served as the Construction Manager on this project for the repair of the parking lots (comprising approximately 6,800 square yards) at two separate buildings, as well as a rotary aircraft refueling apron. In addition, the existing concrete, curbing, and asphalt at twenty (20) new ADA-compliant ramp locations were removed and replaced (Ref: Project #5, Section #1). His duties included scheduling and coordination of crews and subcontractors, such as grading, concrete and paving crews. He also ensured quality and safety construction standards and use of proper construction techniques. **Client: Nicklaus Engineering, Inc. • Project Representative: Stacy Gutierrez • Cost: \$795,616**

#### MCAS YUMA REPAIRS TO THOMAS, SHAW, ORDNANCE & RANGE ROADS | YUMA, AZ

This project consisted of the design and repair of four separate roadways that were at various stages of deterioration located at MCAS Yuma: Shaw Avenue, Thomas Avenue, Missile Ordnance Road and Range Road. Mr. Bustillos served as the Construction Manager on this project. His duties included scheduling and coordination of crews and subcontractors, such as grading, concrete and paving crews. This project included numerous works areas throughout the base and Mr. Bustillos ensured proper communication between all parties for successful project completion. He also ensured quality and safety construction standards and use of proper construction techniques. **Client: NAVFAC SW/MCAS Yuma • Project Representative: Gilbert Guzman • Cost: \$931,283**

#### MCAGCC REPAIR PARKING LOT BLDG. 1450 | Twentynine Palms, CA

The objective of this project was to construct a new parking area adjacent to an existing concrete canal at the Marine Corps Air Ground Combat Center. Work included reconstruction, rehabilitation, and repairs on a street and parking lot. The project included the placement of 1,475 SY of asphalt and concrete for the parking lot at Building 1450 and all associated signage and striping. His duties included daily scheduling and coordination of crews and subcontractors, such as grading, concrete, underground and paving crews. **Client: MCAGCC 29 Palms • Project Representative: Steve Moran • Cost: \$264,079**

## ITEM 2 – PROJECT MANAGER AND PAVING TEAM EXPERIENCE

### REYNALDO ANGULO, SCHEDULER/FOREMAN

#### RELEVANT CERTIFICATIONS:

USACE Construction Quality Management (CQM) for Contractors Certificate  
30-Hour OSHA Hazard Recognition Training EM385-1-1 Certificate  
ACI Concrete Field-Testing Technician – Grade 1  
40-Hour OSHA HAZWOPER  
CPR, AED, and Basic First Aid

**Tasks to be performed:** Mr. Angulo will be dedicated to the project as a scheduler and foreman. He will schedule and coordinate work to be performed and provide direct supervision of the construction crews.

Mr. Angulo has been in the construction field for more than 18 years. His experience includes scheduling and estimating, equipment operation, vertical building construction, and building foundation construction. As job foreman/job superintendent, Mr. Angulo has overseen all aspects of building construction. This familiarity allows him to understand the trades and the safety aspects of each project. As a field quality control manager, Mr. Angulo verified posting of required job site notices, collected and monitored weekly reports of the contractor and subcontractors on job site, and monitored construction for the duration of the construction phases. He also maintained accounting records for all work performed as part of the project, as well as maintained daily logs containing a record of weather, subcontractor's work on the site, number of workers, identification of equipment, work accomplished, problems encountered, photographs of work accomplished or issues/problems, and other similar information relevant to the project.

#### YPG ADD LEFT TURN LANE, IMPERIAL DAM ROAD | YUMA, AZ

The scope of this project was to design and construct a new 1,500 LF left turn lane on Imperial Dam Road at the Yuma Proving Ground (YPG) (Ref: Project #4, Section #1). The purpose of the project was to alleviate traffic concerns caused by a new visitor center built to serve as a central location to obtain badges for base access, as well as for tourists visiting the Wahner Brook Memorial Site. In addition to scheduling/estimating, Mr. Angulo served as a foreman and equipment operator, that included loading and moving dirt, rocks, equipment, or other materials, using trucks, Gannon tractors, back-hoes, water trucks, and rollers. Mr. Angulo also performed inspection, cleaning, and maintenance. **Client: USACE • Project Representative: Bryn Butler • Cost: \$397,537**

#### MCAS YUMA BOA PAVING FOR VARIOUS PROJECTS | YUMA, AZ

The project involved the repair of the parking lots (comprising approximately 6,800 square yards) at two separate buildings, as well as a rotary aircraft refueling apron. In addition, the existing concrete, curbing, and asphalt at twenty (20) new ADA-compliant ramp locations were removed and replaced (Ref: Project #5, Section #1). Mr. Angulo served as the scheduler/foreman, as well as an equipment operator that included operating heavy equipment such as back-hoes and Gannon to lift, move or place equipment or materials. Mr. Angulo also performed inspection, cleaning, lubricating and refilling equipment. **Client: Nicklaus Engineering, Inc. • Project Representative: Stacy Gutierrez • Cost: \$795,616**

#### MCAS YUMA REPAIRS TO THOMAS, SHAW, ORDNANCE & RANGE ROADS | YUMA, AZ

This project consisted of the design and repair of four separate roadways that were at various stages of deterioration located at MCAS Yuma: Shaw Avenue, Thomas Avenue, Missile Ordnance Road and Range Road. Mr. Angulo served as a foreman and equipment operator that included operating heavy equipment such as Water Trucks, back-hoes, and Gannon tractors to lift, move or place materials. Additionally, Mr. Angulo also performed inspection, cleaning, lubricating, and refilling of equipment. **Client: NAVFAC SW / MCAS Yuma • Project Representative: Gilbert Guzman • Cost: \$931,283**

#### MCAGCC REPAIR PARKING LOT BLDG. 1450 | Twentynine Palms, CA

The objective of this project was to construct a new parking area adjacent to an existing concrete canal at the Marine Corps Air Ground Combat Center (MCAGCC), Twentynine Palms, CA. Work included reconstruction, rehabilitation, and repairs on a street and parking lot. The project included the placement of 1,475 SY of asphalt and concrete for the parking lot at Building 1450 and all associated signage and striping. Mr. Angulo was the scheduler and concrete foreman, overseeing the construction project from beginning to end. Additionally, he coordinated workers including responsibilities of guiding staff, supervising concrete installation, assigning tasks, preventing occupational hazards, and recordkeeping. **Client: MCAGCC 29 Palms • Project Representative: Steve Moran • Cost: \$264,079**

## DOME VALLEY PRIVATE RUNWAY

Yuma, AZ



### SERVICES PROVIDED: DEMOLITION • PAVING • GRADING • ASPHALT PAVEMENT

The El Centro Airport Manager, Larry Rose, called upon GCE to request a private runway in Dome Valley, Arizona. Since Mr. Rose was directly involved in the industry, he had a high standard of quality for this runway project.

The construction area was very primitive and required design to ensure appropriate drainage and grading was incorporated. GCE was uniquely qualified to Design-Build this new active runway since the owner, Marisol Kelland, is a licensed engineer with significant experience in airfield paving projects. Ms. Kelland designed the project for construction. GCE removed and stockpiled the existing ABC on the project site. Grading operations began in accordance with new lines and grades and compacted ABC was placed on approximately one mile of 40-foot-wide runway. GCE used laser technology in conjunction with our laser-controlled graders to meet all lines and grades. GCE then placed 2-1/2" AC pavement using our CAT AP1000F Paver which is integrated with Trimble Automation to include a 30' Ski. For compaction GCE utilized our CAT CB 64 Tandem Vibratory Roller for primary breakdown, followed by our CAT CP 54 Steel Wheel Double Drum Vibratory Roller for intermediate compaction. Then we used our CAT CW14 Rubber Tired Roller followed by final finishing with both steel wheel rollers.

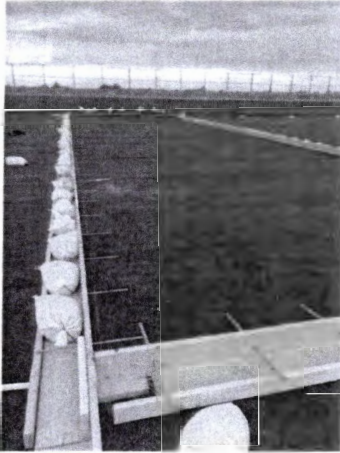
Mr. Rose was extremely pleased with the final product; however, he has recently passed away and not available as a reference. We have included information for Larry Boyd, who also shares use the runway.

**Cost: \$532,952.82**

**Year Completed: 5/2021**

**Owner: Larry C. Boyd/ Address: 5735 S. Avenue 20E, Yuma, AZ/ Phone:928-581-7970**

## YUMA PROVING GROUND SEWAGE LAGOONS FOR KOFA FIRING RANGE Yuma, AZ



### SERVICES PROVIDED: DEMOLITION • GRADING/ABC • U/G UTILITIES • CONCRETE

Gutierrez Canales Engineering provided utility infrastructure improvements for the construction of one new 656,062 gallon facultative lagoon and one 365,200 gallon evaporative lagoon at the existing Kofa Firing Range sewage lagoon complex in accordance with 100% design drawings and analysis and the Request for Proposal solicitation requirements.

The new lagoons were constructed upon an earthen foundation protected on the northern and eastern sides with earthen protection berms reinforced with rip-rap rock erosion protection system to mitigate storm water damage to the new lagoon foundation. Storm water flows were routed to the east of the new lagoon expansion through a newly constructed storm water drainage channel constructed adjacent to the protection berms. Soil surface erosion control measures were provided at areas where cuts to existing earthen slopes will be made during channel construction.

GCE provided all the dirt work required to construct the new sewage lagoons to lines and grades. The liner was then installed and GCE built the formwork necessary for the concrete placement to avoid puncturing the new liner. GCE placed 2500 CY of concrete, 8" thick on bottom and 4" on the side slopes, with thickened areas at various locations. This project required precision placement with steel dowels inserted on all construction joints. Once the lagoons were installed, GCE utilized it's in-house crusher to manufacture the ABC necessary for the access roadways.

GCE also provided modifications to an existing sewer manhole, construct a new sewer manholes, and extended a new 8" gravity sewer line to the new facultative pond. Isolation valves were also provided at the existing sewer manhole as indicated on the drawings. Interconnection of the new facultative and evaporative lagoons were constructed, as well as overflow and bypass piping and valves as indicated on the drawings.

## PROJECT #2

GCE performed the demolition of the existing lagoon complex east fence line and constructed new fenceline sections to enclose the lagoon expansion which consisted of new 6'+1' three-strand barbed wire fencing and double-swing access gate.

GCE also constructed the south access road necessary to provide unimpeded access around the lagoons after construction of the lagoon foundation and slopes.

**Cost:** \$3.99 M

**Year Completed:** 4/2021

**Owner:** US Army Corps of Engineers/Nicklaus Engineering, Inc. (prime contractor)/ **POC:** Steve Moran, Project Manager/ **Email:** [smoran@neiaw.com](mailto:smoran@neiaw.com)/ **Phone:** (928) 920-4963

## CATALINA DRIVE & PALO VERDE ST. PAVEMENT REPLACEMENT

Yuma, AZ



**SERVICES PROVIDED: DEMOLITION • PAVING • GRADING • CONCRETE PLACEMENT**

The City of Yuma (COY) contracted Gutierrez Canales Engineering, PC (GCE) to remove and replace existing asphaltic concrete (AC) pavement, sidewalk, driveways, curb, gutter, and ramps for a new roadway reconstruction project that incorporated a new traffic circle, associated signage, striping, and all related utility adjustments. GCE began with providing the City of Yuma a Traffic Control and Project Phasing Plan to ensure that both the adjacent businesses and residents had continued access throughout the duration of construction. GCE also provided all related product submittals and SWPPP implementation prior to commencing work.

The project started with the removal of approximately 11,000 SF of concrete sidewalk, driveways, aprons and valley gutters. Additionally, nearly 5000 LF of existing concrete roll curb and vertical curb were removed due to extensive deterioration. Also included in the demolition effort was the removal of over 20,000 SY of asphaltic concrete (AC) pavement. All concrete and AC pavement was removed from the site and transported to our in-house recycle yard where the concrete and AC material was crushed with a Sandvick Impact Crusher and converted to recycled aggregate base course (ABC) material for use in the project. All ABC material met MAG Standards as required by the City of Yuma. The roadway subgrade was constructed utilizing our in-house personnel and equipment including a 2,000 gallon water truck, a John Deere 672GP Motor Grader, and a John Deere 210LP Gannon tractor, a 613 CAT Scraper and a PS 360 CAT Rubber Tire Roller. For the AC placement our construction personnel utilized our CAT AP1000F Paver and compacted the AC with our CAT CD54, CB64, and CW14 Rollers.

**Cost: \$893,552**

**Year Completed:** 3/2021;

**Owner:** City of Yuma/ **POC:** Ray Lagunas, Inspector/ **Email:** [ray.lagunas@yumaaz.gov](mailto:ray.lagunas@yumaaz.gov)/ **Phone:** (928)257-8003