NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 7:00 p.m., Wednesday, July 13, 2022. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The public is invited to attend the open meeting.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 7:00 p.m., el día Miercoles,13 de Julio del 2022. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona A.R.S § 1-602.A.9, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con los Estatutos del Estado de Arizona A.R.S. § 1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AMENDED AGENDA ON 7/12/2022

PREVIOUSLY ITEM NO. 6.C. HAS BEEN REMOVED AND RE-NUMBERED ACCORDINGLY

AGENDA
Regular Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
July 13, 2022
7:00 p.m.

For the safety of the public during the COVID-19 pandemic, members of the public may attend the City Council's Regular Meeting of July 13, 2022 in person if the 6-foot distance can be maintained which is 27 people. However, members of the public may listen to the meeting's live audio stream on the City of San Luis' website https://sanluisaz.gov/listenlive. Recordings of the meetings will be available on the city's website https://sanluisaz.gov/listenlive after the meeting. Call to the Public will only be available to those attending the meeting in person.

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

Por la seguridad del público durante la pandemia COVID-19, habrá asistencia en persona para los miembros del público en la Junta Regular del Cabildo del 13 de Julio del 2022, si la distancia de 6 pies puede mantenerse, que es de 27 personas. Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis https://sanluisaz.gov/listenlive. Las grabaciones de las reuniones estarán disponibles en el sitio web de la ciudad https://sanluisaz.gov/listenlive después de la reunión. Llamado al Publico estara disponible solo a quienes asistan a la junta en persona.

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

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PROCLAMATION

4. A. - Parks and Recreation Month July 2022

5. CONSENT AGENDA

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

5. A. **MINUTES OF**
- Regular Council meeting held June 22, 2022

5. B. **Disbursements from June 14, 2022, to July 05, 2022**
Total Disbursements $3,802,399.91
(Three Million, Eight Hundred-Two Thousand, Three Hundred Ninety-Nine Dollars and Ninety-One Cents)

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

6. A. Discussion and possible action on any and all matters regarding entering into a construction contract with DPE Construction, Inc. for Rancho Los Oros Phase II project (CDBG 134-22). **(Jenny Torres, Economic Development Manager)**

6. B. Discussion and possible action on any and all matters regarding the award of a construction contract to DPE Construction, Inc. for the Mesa Street Phase I improvement project (CDBG 119-22). **(Jenny Torres, Economic Development Manager)**

6. C. Discussion and possible action on any and all matters regarding a Mural Project with ARIZONA@WORK. **(Maria A. Roldan, Acting Director of Parks and Recreation)**

6. D. Discussion and possible action on any and all matters regarding Resolution No. 2223. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting a salary adjustment to the classified service; superseding any conflicting provisions of existing regulations, policies or procedures; providing for severability; and declaring an emergency. **(Lizandro Galaviz, Acting City Manager)**

(6 votes in favor are required to pass immediately as an emergency measure per A.R.S. § 19-142)

6. E. Discussion and possible action on any and all matters regarding modification of health benefits for Elected Officials. **(Council Members Luis Cabrera, Africa Luna-Carrasco and Jose Ponce)**

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

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

9. **ADJOURNMENT**

PROCLAMATION

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

Meeting Date: 07/13/2022

Title:

- Parks and Recreation Month July 2022

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

PARKS AND RECREATION MONTH
July 2022

WHEREAS, parks and recreation is an integral part of communities throughout this country, including San Luis, Arizona and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and;

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and;

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and;

WHEREAS, parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the City of San Luis recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, I, Gerardo Sanchez, Mayor of City of San Luis, hereby proclaim July 2022 Parks and Recreation Month in San Luis, Arizona and encourage everyone to visit the Parks and Recreation Department and register for activities, classes and leagues being offered today.

PASSED AND ADOPTED this 13th day of July, 2022.

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Melissa Lopez, Deputy City Clerk

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. A.**

Meeting Date: 07/13/2022

Summary

MINUTES OF

- Regular Council meeting held June 22, 2022

Attachments

6/22/2022 RCM

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
June 22, 2022
7:00 p.m.

1. CALL TO ORDER/ROLL CALL

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

PRESENT: Mayor Gerardo Sanchez
Vice Mayor Mario Buchanan Jr.
Council Member Jose Ponce
Council Member Matias Rosales
Council Member Gloria Torres

ABSENT: Council Member Luis Cabrera
Council Africa Luna-Carrasco

OTHERS PRESENT: Kay Macuil, City Attorney
Melissa Lopez, Acting City Clerk
Crystal Ochoa, Acting Assistant to Council/PIO
Domingo Sosa, Graphics and Media Specialist
Eulogio Vera, Director of Public Works
Francia Alonso, Records Management Specialist
Glenn Gimbut, Assistant City Attorney
Jorge Perez, Assistant Director of Public Works
Jose Guzman, Director of Planning & Zoning
Maria A. Roldan, Acting Parks & Recreation Director
Miguel Ramirez, Accountant II
Monica Castro, Director of Finance
Richard Jessup, Chief of Police
Ruben Lopez, I.T. Techinician
Bryan De La Hoya, Resident
Columba Nuñez, Resident
Mark Concha, Resident/Riedel Construction
Maria Robles, Resident
Martin Ezrre, Visitor
Nieves Riedel, Resident/Riedel Construciton
Olivia Jenkins, Resident/Riedel Construction
Perla De La Hoya, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Matias Rosales led the Pledge of Allegiance.

3. INVOCATION

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

4. CONSENT AGENDA

4. A. MINUTES OF
- Regular Council meeting held May 25, 2022
- Work Session held June 1, 2022
- Regular Council meeting held June 8, 2022

4. B. Disbursements from June 1, 2022 to June 13, 2022
Total Disbursements $691,334.85
(Six Hundred Ninety-One Thousand, Three Hundred Thirty-Four Dollars and Eighty-Five Cents)

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Mario Buchanan Jr.	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

5. A. Discussion and possible action on any and all matters regarding the approval of the estimate from ULTRA SHOW MAKERS, for sound, stage, and lighting for the 4th of July Celebration and waive formal purchasing procedures as allowed under the City Code-Purchasing § 3.05.010 (C). (Maria A. Roldan, Acting Director of Parks & Recreation)

Ms. Angelica Roldan, Acting Director of Parks & Recreation, stated that the Parks & Recreation Department is currently organizing the 4th of July Celebration adding that they have used ULTRA SHOW MAKERS in past events. ULTRA SHOW MAKERS counts with the necessary sound equipment for the upcoming festivity. The estimated cost is $16,101.32 and asked the Mayor and City Council to waive formal purchasing procedures.

MOTION: Vice Mayor Mario Buchanan Jr./Council Member Jose Ponce to approve ULTRA SHOW MAKERS for sound, stage and lighting for the musical performances for the 4th of July celebration in the amount of $16,101.32 and to waive the formal purchasing procedures fo the good cause presented. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Mario Buchanan Jr.	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

5. B. Discussion and possible action on any and all matters regarding Order No. 2022-08. An Order of the Mayor and City Council of the City of San Luis, Arizona, authorizing the entering into an Intergovernmental Agreement with the Bureau of Reclamation (BOR) for uniform license agreements permitting five specific crossings over BOR lands in the City of San Luis consolidated under BOR Contract No. 20-07-34-L2003. (Kay Marion Macuil, City Attorney)

Mr. Glenn Gimbut, Assistant City Attorney, indicated that staff received a request from the Bureau of Reclamation (BOR) to enter into an agreement when they identified five (5) crossings over BOR canals or rights of way within the City of San Luis. To build four (4) of these crossings, the City of San Luis entered into license agreements through the Yuma County Water Users Association (YCWUA) and a fifth (5th) license for Highway 95, the Arizona Department of Transportation (ADOT) transferred to the city. The contract standardizes and consolidates the five (5) license agreements into one (1) BOR Contract. The Contract is for 25 years with a renewal for another 25 years with 180 days notice. The following explains how the BOR Contract retains the city's current obligations to BOR and how it varies.

MOTION: Council Member Jose Ponce/Council Member Gloria Torres to approve Order No. 2022-08 to execute BOR Contract No. 20-07-34-L2033. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Mario Buchanan Jr.	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

5. C. Discussion and possible action on any and all matters regarding Order No. 2022-09. An order of the Mayor and City Council of the City of San Luis, Arizona, declaring the Employee Benefits Plans a public record; approving the Employee Benefits Plans for the Fiscal Year 2022-2023 for administration by the San Luis Employee Benefits Trust; providing for repeal of conflicting actions of City Council; providing for severability; and establishing an effective date for the plans. (Kay Marion Macuil, City Attorney)

Ms. Kay Macuil, City Attorney, explained that the Employee Benefit Plan has not changed significantly, the employee's assistance program had a modest increase of 4.2%. There are no changes to the medical and dental plans and premiums did not go up.

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve Order No. 2022-09. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Mario Buchanan Jr.	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

5. D. Discussion and possible action on any and all matters regarding Resolution No. 2220. A resolution of the Mayor and Council of the City of San Luis, Arizona, authorizing an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the use of Highway Users Revenue Fund (HURF) exchange funding for the construction of County 24th Street. (Eulogio Vera, Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, indicated that the city was able to work with Yuma Metropolitan Planning Organization (YMPO) on this project and there are funds allocated for this project. This resolution is to enter into an agreement with the Arizona Department of Transportation (ADOT) to construct County 24th Street from Avenue F to 10th Avenue.

MOTION: Council Member Matias Rosales/Vice Mayor Mario Buchanan Jr. to approve and adopt Resolution No. 2220. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Mario Buchanan Jr.	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

5. E. Public H0000000.earing followed by discussion and possible action on any and all matters regarding Resolution No. 2221. A resolution of the Mayor and City Council of the City of San Luis, Arizona, adopting the budget for Fiscal Year 2022-2023. (Monica Castro, Director of Finance)

A. Open Public Hearing

MOTION: Vice Mayor Mario Buchanan Jr./Council Member Jose Ponce to opent the Public Hearing. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Mario Buchanan Jr.	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

1. Staff Presentation

Ms. Monica Castro, Director of Finance, stated that per state statute the City Council is required to hold a Public Hearing for the public's comments before adopting the final budget for Fiscal 2022-2023. She added that various Work Sessions were held to go over the budget with the Mayor and City Council. The City Council adopted the tentative budget two (2) weeks ago.

2. Call to the public on this item

There were no comments from the public on this item.

B. Close Public Hearing

MOTION: Vice Mayor Mario Buchanan Jr./Council Member Gloria Torres to close the Public Hearing. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Mario Buchanan Jr.	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

C. Action on Resolution No. 2221

MOTION: Vice Mayor Mario Buchanan Jr./Council Member Gloria Torres to approve and adopt Resolution No. 2221. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Mario Buchanan Jr.	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

5. F. Discussion and possible action on any and all matters regarding Resolution No. 2222. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the entering into a Pledgehold Agreement with Riedel Holdings to post land for assurances to construct a wastewater lift station and other commitments related to Los Mezquites Subdivision. (Glenn Gimbut, Assistant City Attorney)

Mr. Glenn Gimbut, Assistant City Attorney, explained that the subdivision regulations states that when someone is building infrastructure to support subdivisions, adequate financial assurances are needed to make sure the work will get done. Usually this reform takes the form of a bond or a letter of credit. However, the city's ordinance is flexible and allows almost anything to occur including cash for payment. To cover the regional lift station that is needed in that area, which is approximately a $1.5 million improvement and signalization at County 23½ Street and Aveue E and County 24th Street that is approximately another $1 million of improvements. To cover the cost of construction or improvements for Los Mezquites 2, the city has a pledge hold agreement where 78 acres of land is being pledged to be the adequate financial assurances to cover the improvements. This land is worth anywhere from $3 million to $4 million. The developer does undertstand what is happening and has agreed to do both signals at both intersections and to do everything involved as long as the city acquires the right of way.

MOTION: Council Member Gloria Torres/Council Member Jose Ponce to approve and adopt Resolution No. 2222 and the Pledge Agreement. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Mario Buchanan Jr.	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

5. G. Discussion and possible action on any and all matters regarding Subdivision Case No. 2022-0043F. A request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 2 final plat; the property is located on the southeast corner of Avenue E and County 23-1/2 Street (San Luis Lane) in San Luis Arizona. (Jose A. Guzman, Director of Planning and Zoning)

A. Staff Presentation

Mr. Jose Guzman, Director of Planning & Zoning, mentioned that this is a request for Los Mezquites Phase 2 Final Plat, the subdivision is approximately 77 acres and will build 197 residential lots, ranging in size from 6,000 to 6,400 square feet. This property is part of the development agreement that was approved with Resolution No. 2204 by the City Council. Staff recommends approval of the subdivision with six (6) conditions as follows:

1. Developer must comply with all provisions and conditions of the development agreement approved by Resolution No. 2204.

2. A road connection from the southeast corner of the subdivision to County 24th Street should be provided as requested by the San Luis Fire Department.

3. No Building Permits shall be issued until the construction of the lift station is finalized.

4. All Arizona Department of Transportation (ADOT) comments for the traffic study must be addressed to the satisfaction of ADOT.

5. Developer agrees to sign the petitions for the creation of a street lighting improvement district, a community facilities district, and any enhanced municipal district needed, prior to the recordation of the plat.

6. Developer shall develop and construct any and all improvements needed and necessary for the signalization of the intersections at 24th Street and Ave. E and 23 ½ and Avenue E in accordance with the Public Works Standards of the City and the standards of the Arizona Department of Transportation, subject to the payback provisions of Section 15.10.130 (C) of the City Code.

B. Action on Subdivision Case No. 2022-0043F

MOTION: Council Member Gloria Torres/Vice Mayor Mario Buchanan Jr. to approve Subdivision Case No. 2022-0043F with conditions as presented by staff. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Mario Buchanan Jr.	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

6. SUMMARY OF CURRENT EVENTS

There were no reports by Mayor Gerardo Sanchez, City Council nor Acting City Manager.

7. CALL TO THE PUBLIC

Ms. Maria Robles, resident, stated that she is working in the native art project scheduled for March 2023 which will unite different native ethnicities of San Diego, Phoenix, Tucson and Yuma. The Native Art event represents ones identity and roots. She added that she is happy and proud that artists are joining her team and volunteering for this event. However, funds for this project are needed and hopes that she finds them. This event has generated a precedent since the first time is was done in the City of San Luis. We are a city that is bonding different cultures so that new generations know where they come from. She thanked Mr. Martin Ezree, Artist, for volunteering.

Mr. Brian De La Hoya, resident, said that there has been 33 shootings since the Uvalde masacre. He asked the Mayor and City Council to consider putting more effort to protect the schools because he would like to prevent a shooting at the local schools in the City of San Luis. He would like that there to be more reinforcement and measures in the Police Department to prevent a shooting and for the city to coordinate with the school district. He knows that those are things that happen even though one does not know why they happen.

8. ADJOURNMENT

MOTION: Vice Mayor Mario Buchanan Jr./Council Member Gloria Torres to adjourn the Regular Council meeting at approximately 7:26 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Gerardo Sanchez	Aye
Vice Mayor Mario Buchanan Jr.	Aye
Council Member Jose Ponce	Aye
Council Member Matias Rosales	Aye
Council Member Gloria Torres	Aye

APPROVED:

_____
Gerardo Sanchez, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on June 22, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **5. B.**

Meeting Date: 07/13/2022

Summary

Disbursements from June 14, 2022, to July 05, 2022
Total Disbursements $3,802,399.91
(Three Million, Eight Hundred-Two Thousand, Three Hundred Ninety-Nine Dollars and Ninety-One Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING JULY 13, 2022
Disbursement Report from 06/14/2022 TO 07/05/2022

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	06/16/2022	$ 843,119.60	Schedule A
Payroll Check Account	06/22/2022	$ 379,451.15	Schedule B
Accounts Payable Check Account	06/23/2022	$ 833,042.09	Schedule C
Payroll Check Account	06/28/2022	$ 60,975.89	Schedule D
Accounts Payable Check Account	06/30/2022	$ 1,685,811.18	Schedule E
	Total Disbursements:	**$ 3,802,399.91**	

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

Prepared by David A. Espitia: David Espitia

Verified by Director of Finance: Monica Castro

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2022 JUL -5 A 10:47
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

City of San Luis

Payment Register

From Payment Date: 6/13/2022 - To Payment Date: 6/16/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
102360	06/13/2022	Open			Accounts Payable	GARCIA, GLADYS	$2,000.00		
102361	06/13/2022	Open			Accounts Payable	PARASOL ENTERPRISES, LLC	$2,110.00		
102362	06/13/2022	Open			Accounts Payable	AVAYA INC.	$1,850.00		
102363	06/14/2022	Open			Accounts Payable	DENVER MATTRESS	$6,519.57		
102364	06/14/2022	Open			Accounts Payable	EVANS CUSTOM CONCRETE LLC	$34,248.51		
102365	06/16/2022	Open			Accounts Payable	A & H ELECTRIC	$8,500.00		
102366	06/16/2022	Open			Accounts Payable	AIRGAS USA LLC	$2,243.03		
102367	06/16/2022	Open			Accounts Payable	ALLKIOSK LLC	$822.22		
102368	06/16/2022	Open			Accounts Payable	AMAYA, DORA, E	$0.66		
102369	06/16/2022	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$75.00		
102370	06/16/2022	Open			Accounts Payable	APS	$100.00		
102371	06/16/2022	Open			Accounts Payable	ARADILLAS, LORENA, G	$2.22		
102372	06/16/2022	Open			Accounts Payable	ARIZONA STATE TREASURER	$32,004.99		
102373	06/16/2022	Open			Accounts Payable	ARROWHEAD FORENSICS	$997.01		
102374	06/16/2022	Open			Accounts Payable	ARROYO, MARICELA	$10.68		
102375	06/16/2022	Open			Accounts Payable	AUTOZONE STORES, INC	$230.75		
102376	06/16/2022	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$11,436.81		
102377	06/16/2022	Open			Accounts Payable	BACHE, ROBERT, R	$14.24		
102378	06/16/2022	Open			Accounts Payable	BARTON, CATHERINE	$8.90		
102379	06/16/2022	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$188.43		
102380	06/16/2022	Open			Accounts Payable	CANO, ALDAY	$3.56		
102381	06/16/2022	Open			Accounts Payable	CANVAS SOLUTIONS INC	$2,040.00		
102382	06/16/2022	Open			Accounts Payable	CASTRO, EDGARD	$125.00		
102383	06/16/2022	Open			Accounts Payable	CASTRO, MONICA	$50.05		
102384	06/16/2022	Open			Accounts Payable	CENTURYLINK	$116.42		
102385	06/16/2022	Open			Accounts Payable	CENTURYLINK	$5,524.05		
102386	06/16/2022	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	$144.72		
102387	06/16/2022	Open			Accounts Payable	CHAVEZ VALDEZ, MARIA, F	$6.67		
102388	06/16/2022	Open			Accounts Payable	CORNELIO, SONIA	$226.00		
102389	06/16/2022	Open			Accounts Payable	CUEVAS, FRANCISCO	$1.78		
102390	06/16/2022	Open			Accounts Payable	D & H ELECTRIC INC.	$875.00		
102391	06/16/2022	Open			Accounts Payable	DELL MARKETING L.P.	$10,816.50		
102392	06/16/2022	Open			Accounts Payable	ECHAVARRIA, NOHEMY	$143.00		
102393	06/16/2022	Open			Accounts Payable	ELIFEGUARD, INC.	$2,095.49		
102394	06/16/2022	Open			Accounts Payable	EMPIRE MACHINERY	$770.58		
102395	06/16/2022	Open			Accounts Payable	FERGUSON WATERWORKS	$591.52		
102396	06/16/2022	Open			Accounts Payable	FERTIZONA-YUMA L.L.C.	$2,433.03		
102397	06/16/2022	Open			Accounts Payable	GADSDEN ELEMENTARY SCHOOL	$270.00		
102398	06/16/2022	Open			Accounts Payable	GARCIA, JESUS	$9,935.76		
102399	06/16/2022	Open			Accounts Payable	GILA ELECTRONIC	$1,283.38		
102400	06/16/2022	Open			Accounts Payable	HIGUERA, JONATHAN	$125.00		
102401	06/16/2022	Open			Accounts Payable	LAWSON PRODUCTS INC.	$170.95		
102402	06/16/2022	Open			Accounts Payable	LOOMIS	$1,004.44		
102403	06/16/2022	Open			Accounts Payable	LOPEZ, ISIDRO	$125.00		
102404	06/16/2022	Open			Accounts Payable	LOWE'S HIW, INC.	$1,043.99		

Schedule 1

City of San Luis

Payment Register

From Payment Date: 6/13/2022 - To Payment Date: 6/16/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
102405	06/16/2022	Open			Accounts Payable	MACHADO, IVAN & AIXIA GUTIERREZ	$800.00		
102406	06/16/2022	Open			Accounts Payable	MAJCO LLC	$1,514.09		
102407	06/16/2022	Open			Accounts Payable	MANN, MARY , JO	$585.00		
102408	06/16/2022	Open			Accounts Payable	MORA ALEJO, LIZETH	$12.46		
102409	06/16/2022	Open			Accounts Payable	MUSCO CORPORATION	$450,000.00		
102410	06/16/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	$465.17		
102411	06/16/2022	Open			Accounts Payable	OCHOA RAMOS, CARLOS	$0.44		
102412	06/16/2022	Open			Accounts Payable	OFFICE DEPOT	$928.63		
102413	06/16/2022	Open			Accounts Payable	ORTEGA, LUZ	$75.00		
102414	06/16/2022	Open			Accounts Payable	PHILIPS, CHARLES, M	$17.80		
102415	06/16/2022	Open			Accounts Payable	PICTOMETRY INTERNATIONAL, CORP	$3,874.92		
102416	06/16/2022	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	$715.44		
102417	06/16/2022	Open			Accounts Payable	RAMIREZ, ANGEL	$51.99		
102418	06/16/2022	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	$734.43		
102419	06/16/2022	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	$363.70		
102420	06/16/2022	Open			Accounts Payable	REVELES, CARMEN	$5.34		
102421	06/16/2022	Open			Accounts Payable	RUSH TRUCK CENTER	$3,701.18		
102422	06/16/2022	Open			Accounts Payable	SANCHEZ MAYBOCA, MARIA	$1.78		
102423	06/16/2022	Open			Accounts Payable	SANCHEZ MORENO, YULISSA	$0.89		
102424	06/16/2022	Open			Accounts Payable	SEGURA, ITZEL	$8.90		
102425	06/16/2022	Open			Accounts Payable	SIERRA OSORIO, ANITA	$13.35		
102426	06/16/2022	Open			Accounts Payable	SILVA, CRISTINA	$100.00		
102427	06/16/2022	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$40,493.08		
102428	06/16/2022	Open			Accounts Payable	SUN GRAPHICS	$174.17		
102429	06/16/2022	Open			Accounts Payable	TORNADO FENCE LLC	$8,250.00		
102430	06/16/2022	Open			Accounts Payable	TORRES ALIRE, MARLON, A	$20.47		
102431	06/16/2022	Open			Accounts Payable	VALENCIA RIVERA, JUAN	$1.78		
102432	06/16/2022	Open			Accounts Payable	VENEGAS LLAMAS, FRANCISCO	$25.00		
102433	06/16/2022	Open			Accounts Payable	W.W.GRAINGER, INC	$1,182.64		
102434	06/16/2022	Open			Accounts Payable	WESTAIR GASES & EQUIPMENT INC.	$130.13		
102435	06/16/2022	Open			Accounts Payable	YUMA NURSERY SUPPLY	$20,875.69		
102436	06/16/2022	Open			Accounts Payable	YUMA WINLECTRIC CO.	$112.38		
102437	06/16/2022	Open			Accounts Payable	RD&C LLC	$21,035.28		
102438	06/16/2022	Open			Accounts Payable	A & H ELECTRIC	$1,400.00		
102439	06/16/2022	Open			Accounts Payable	VEGA & VEGA ENGINEERING, P.L.C.	$3,990.00		
Type Check Totals:					80 Transactions		$704,946.04		
EFT									
1518	06/14/2022	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	$7,746.00		
1519	06/16/2022	Open			Accounts Payable	4 IMPRINT	$503.28		
1520	06/16/2022	Open			Accounts Payable	ALSCO, INC	$1,371.52		
1521	06/16/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	$5,390.58		
1522	06/16/2022	Open			Accounts Payable	AMBERLY'S PLACE	$3,375.79		
1523	06/16/2022	Open			Accounts Payable	ARIZONA MEDICAL WASTE	$88.88		
1524	06/16/2022	Open			Accounts Payable	ARIZONA WESTERN COLLEGE	$700.00		

City of San Luis

Payment Register

From Payment Date: 6/13/2022 - To Payment Date: 6/16/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1525	06/16/2022	Open			Accounts Payable	BILL ALEXANDER FORD	$643.60		
1526	06/16/2022	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$1,484.62		
1527	06/16/2022	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$84.56		
1528	06/16/2022	Open			Accounts Payable	CARAHSOFT TECHNOLOGY CORPORATION	$4,878.53		
1529	06/16/2022	Open			Accounts Payable	CDWG	$4,395.79		
1530	06/16/2022	Open			Accounts Payable	CSC OF YUMA	$665.32		
1531	06/16/2022	Open			Accounts Payable	CUEVAS, CHRISTIAN	$75.00		
1532	06/16/2022	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$553.08		
1533	06/16/2022	Open			Accounts Payable	DESERT WATER STORE INC	$100.16		
1534	06/16/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$4,018.00		
1535	06/16/2022	Open			Accounts Payable	FRUTH GROUP INC	$1,733.53		
1536	06/16/2022	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	$20,910.50		
1537	06/16/2022	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	$29,227.50		
1538	06/16/2022	Open			Accounts Payable	L.N. CURTIS & SONS	$1,059.98		
1539	06/16/2022	Open			Accounts Payable	MONOPRICE INC.	$82.73		
1540	06/16/2022	Open			Accounts Payable	NAPA AUTO PARTS	$39.13		
1541	06/16/2022	Open			Accounts Payable	PENN NEON SIGN CO., INC.	$975.71		
1542	06/16/2022	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	$259.16		
1543	06/16/2022	Open			Accounts Payable	PUBLIC SAFETY CENTER, INC	$744.99		
1544	06/16/2022	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	$1,788.77		
1545	06/16/2022	Open			Accounts Payable	REAL PURIFIED WATER LLC	$8.00		
1546	06/16/2022	Open			Accounts Payable	RM GRAPHICS	$233.00		
1547	06/16/2022	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	$4,841.77		
1548	06/16/2022	Open			Accounts Payable	SIMS MACKIN, LTD.	$140.00		
1549	06/16/2022	Open			Accounts Payable	SIRCHIE ACQUISITION COMPANY LLC	$3,716.58		
1550	06/16/2022	Open			Accounts Payable	SMITH, RALPH E. SR.	$2,795.00		
1551	06/16/2022	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$1,065.61		
1552	06/16/2022	Open			Accounts Payable	SPECTRUM BUSINESS	$174.95		
1553	06/16/2022	Open			Accounts Payable	TRUCKPRO, LLC	$54.89		
1554	06/16/2022	Open			Accounts Payable	USA BLUE BOOK	$1,400.36		
1555	06/16/2022	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$962.78		
1556	06/16/2022	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	$315.00		
1557	06/16/2022	Open			Accounts Payable	YUMA SUN INC	$2,333.40		
1558	06/16/2022	Open			Accounts Payable	YUMA TRUCK PARTS	$25,954.84		
1560	06/16/2022	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$346.92		
1561	06/16/2022	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$748.00		
1562	06/16/2022	Open			Accounts Payable	REAL PURIFIED WATER LLC	$185.75		
Type EFT Totals:					44 Transactions		$138,173.56		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	80	$704,946.04	$0.00
	Reconciled	0	$0.00	$0.00

City of San Luis

Payment Register

From Payment Date: 6/13/2022 - To Payment Date: 6/16/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided	0	$0.00		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	80	$704,946.04		$0.00	

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	44	$138,173.56	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	44	$138,173.56	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	124	$843,119.60	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	124	$843,119.60	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**80**	**$704,946.04**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**80**	**$704,946.04**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**44**	**$138,173.56**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**44**	**$138,173.56**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**124**	**$843,119.60**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**124**	**$843,119.60**	**$0.00**

David Espitia

Digitally signed by: David Espitia
DN: CN = David Espitia email = despitia@sanluisaz.gov C = AD O = City of San Luis OU = Finance
Date: 2022.06.16 16:22:50 -07'00'

Pay Day Register

Pay Date Range 06/04/22 - 06/17/22

Pay Batch 2022213

PSPRS FIRE DB RATE - TIER 2	519.38	4,458.16
PSPRS FIRE DB RATE - TIER 3	2,540.43	25,557.46
PSPRS FIRE DC RATE - TIER 3	177.06	1,967.36
PSPRS FIRE DISABILITY RATE	17.31	1,967.36
PSPRS POLICE DB RATE - TIER	3,715.93	48,574.41
PSPRS POLICE DB RATE - TIER	2,330.36	20,003.07
PSPRS POLICE DB RATE - TIER 2	1,082.56	9,292.40
PSPRS POLICE DB RATE - TIER 3	3,680.40	37,026.08
STANDARD LIFE ADDTNL	1,031.38	.00
TRANSWESTERN MEXICAN	97.00	.00
U.S. MEX DENTAL - EE &	595.37	.00
U.S. MEX DENTAL - EE &	164.24	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	614.88	.00
US & MEX HEALTH = C	5,978.28	.00
US & MEX HEALTH = FAMILY	6,532.20	.00
US & MEX HEALTH = SP	1,423.40	.00
VSP - VISION CHILDREN	246.62	.00
VSP - VISION FAMILY	363.44	.00
VSP - VISION SPOUSE	97.35	.00
Net	$379,451.15	

CLERICAL OFFICE/ LIBRARY/	299.38	124,729.25
Electrician	60.29	1,920.00
FIREFIGHTERS & DRIVERS	4,520.30	95,163.83
GARBAGE/ ASH/ REFUSE	329.16	5,266.56
Homemaker Service	20.16	880.31
MUNICIPAL/ TOWN/	403.39	23,052.18
PARKS- NOC ALL EMPLOYEES	706.22	22,780.94
POLICE OFFICERS	5,588.64	117,655.26
RECREATION- ALL EMPLOYEES/	269.89	19,700.63
SEWAGE DISPOSAL/ PLANT	740.20	21,517.18
Street or Road Construction	1,820.69	20,619.28
WATERWORKS OPERATIONS	584.12	16,833.39
Total	$17,331.02	

Direct Deposits	Amount
1st Bank Yuma	32,512.85
ACADEMY BANK	2,439.87
Bank of America	200.00
Bankcorp	200.00
Charles Sch	200.00
Chase Bank	184,452.77
CHASE BANK MORGAN	863.21
CHASE BANK TX	2,106.19
chase centro	1,153.70
Federal Credit Union	39,214.54
FF CREDIT UNION	1,906.22
FIREFIGHTER FIRST CREDIT UNION	5,140.02
MIT FEDERAL CREDIT UNION	498.86
National Bank	1,906.46
Navy Federal	18,780.81
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	701.89
Sunbank	1,329.80
THE FOOTHILLS BANK	809.54
VANTAGE WEST	1,404.12
WASHINGTON FEDERAL	1,060.94
Wells Fargo	79,649.26
WELLS FARGO CALE	1,021.10
Total	$377,672.15

Check $1,779.00

Monica Castro

Digitally signed by: Monica Castro
DN: CN = Monica Castro email = mcastro@sanluisaz.gov C = AD
Date: 2022.06.22 12:53:32 -07'00'

Schedule B

City of San Luis

Payment Register

From Payment Date: 6/20/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
102440	06/20/2022	Open			Accounts Payable	FELIX, FABIAN	$236.00		
102441	06/20/2022	Open			Accounts Payable	LOPEZ, ISIDRO	$236.00		
102442	06/20/2022	Open			Accounts Payable	RAMIREZ, ANGEL	$236.00		
102443	06/21/2022	Open			Accounts Payable	AT&T MOBILITY LLC	$3,530.90		
102444	06/21/2022	Open			Accounts Payable	AT&T MOBILITY LLC	$12,730.17		
102445	06/21/2022	Open			Utility Management Refund	ANGULO, MIGUEL, A	$119.97		
102446	06/21/2022	Open			Utility Management Refund	AQUINO, ELVA L & RAFAEL RIVERA C	$215.49		
102447	06/21/2022	Open			Utility Management Refund	ATONDO SIGRI, & JESUS ARCE	$19.35		
102448	06/21/2022	Open			Utility Management Refund	BIRRIERIA LA UNICA	$1,039.78		
102449	06/21/2022	Open			Utility Management Refund	CERDA, VICTOR M & GLORIA M RUIZ	$17.40		
102450	06/21/2022	Open			Utility Management Refund	COMITE DE BIENESTAR INC	$84.78		
102451	06/21/2022	Open			Utility Management Refund	COMITE DE BIENESTAR INC	$233.55		
102452	06/21/2022	Open			Utility Management Refund	COMITE DE BIENESTAR INC	$6.62		
102453	06/21/2022	Open			Utility Management Refund	COMITE DE BIENESTAR INC	$7.66		
102454	06/21/2022	Open			Utility Management Refund	CORTEZ, ERIK, G	$48.15		
102455	06/21/2022	Open			Utility Management Refund	DE LA O , ANTONIO	$116.51		
102456	06/21/2022	Open			Utility Management Refund	DE LA TORRE, EDGARDO & EMI	$236.92		
102457	06/21/2022	Open			Utility Management Refund	DELGADO, RAYMUNDO	$218.94		
102458	06/21/2022	Open			Utility Management Refund	ELIAS , JOSE , A	$57.53		
102459	06/21/2022	Open			Utility Management Refund	ESPINOZA, ELISA & ALEJANDRO	$179.17		
102460	06/21/2022	Open			Utility Management Refund	FOURCADEZ, JUAN, E	$209.24		
102461	06/21/2022	Open			Utility Management Refund	GOMEZ, MARIA	$35.71		
102462	06/21/2022	Open			Utility Management Refund	GONZALEZ, KAREN	$69.98		
102463	06/21/2022	Open			Utility Management Refund	H.A.K. CONSTRUCTION LLC	$162.09		
102464	06/21/2022	Open			Utility Management Refund	HUGHES, EARL & IMA TRUST	$3.48		
102465	06/21/2022	Open			Utility Management Refund	HUGHES, EARL & IMA TRUST	$3.48		
102466	06/21/2022	Open			Utility Management Refund	LOERA, JUSTINA, O	$182.77		

Schedule

City of San Luis

Payment Register

From Payment Date: 6/20/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
102467	06/21/2022	Open			Utility Management Refund	MARTINEZ PALAZUELOS, GRACIELA	$172.60		
102468	06/21/2022	Open			Utility Management Refund	MENDOZA JOSE & MARIA D	$43.60		
102469	06/21/2022	Open			Utility Management Refund	MEZA MONTOYA, MANUEL , A	$192.43		
102470	06/21/2022	Open			Utility Management Refund	MONTELLANO, ANGELICA	$182.38		
102471	06/21/2022	Open			Utility Management Refund	NAJERA, ERICK	$20.74		
102472	06/21/2022	Open			Utility Management Refund	NAVARRO, ALONDRA	$103.33		
102473	06/21/2022	Open			Utility Management Refund	OCAMPO, SANDRA, P	$161.60		
102474	06/21/2022	Open			Utility Management Refund	PADILLA, RAFAEL & ANA ZEREGA	$23.67		
102475	06/21/2022	Open			Utility Management Refund	PARRA, JASMIN & JOSE R OLIVERA	$215.51		
102476	06/21/2022	Open			Utility Management Refund	RAMIREZ, FRANCISCO	$138.98		
102477	06/21/2022	Open			Utility Management Refund	RAMIREZ, MARIA , S	$153.41		
102478	06/21/2022	Open			Utility Management Refund	RAMOS, VERONICA & EDUARDO	$179.31		
102479	06/21/2022	Open			Utility Management Refund	ROJAS, MARIA G	$54.31		
102480	06/21/2022	Open			Utility Management Refund	ROMERO JEOVANNA & HINOJOSA JOSEFINA	$133.60		
102481	06/21/2022	Open			Utility Management Refund	SAUCEDO, REYNALDO	$192.37		
102482	06/21/2022	Open			Utility Management Refund	SEXTON, BROOKE M & CLARENCE	$13.11		
102483	06/21/2022	Open			Utility Management Refund	SIGALA, JORGE & ANA L HERNANDEZ	$19.08		
102484	06/21/2022	Open			Utility Management Refund	SOLANO, SERGIO , A	$87.95		
102485	06/21/2022	Open			Utility Management Refund	ZAVALA, AUDELIA	$21.90		
102486	06/22/2022	Open			Accounts Payable	CABRERA, LUIS	$159.00		
102487	06/22/2022	Open			Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	$132.88		
102488	06/22/2022	Open			Accounts Payable	BASS & ASSOCIATES P.C.	$100.00		
102489	06/22/2022	Open			Accounts Payable	FOP/ALC	$420.00		
102490	06/22/2022	Open			Accounts Payable	GARCIA & CORNEJO, SERGIO & OSCAR	$311.10		
102491	06/22/2022	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$330.00		
102492	06/22/2022	Open			Accounts Payable	STANDARD INSURANCE COMPANY	$9,412.69		
102493	06/22/2022	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,245.79		
102494	06/22/2022	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		

City of San Luis

Payment Register

From Payment Date: 6/20/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
102495	06/22/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$88.50		
102496	06/22/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,050.00		
102497	06/23/2022	Open			Accounts Payable	ALLUVIAL MEDIA LLC	$2,750.00		
102498	06/23/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$96.50		
102499	06/23/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$96.50		
102500	06/23/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$96.50		
102501	06/23/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$96.50		
102502	06/23/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$96.50		
102503	06/23/2022	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$96.50		
102504	06/23/2022	Open			Accounts Payable	ALDAMA, EMMANUEL	$143.00		
102505	06/23/2022	Open			Accounts Payable	ALMODOVA, FRANCISCO, JAVIER	$36,000.00		
102506	06/23/2022	Open			Accounts Payable	AMADOR, JOSE, L	$0.89		
102507	06/23/2022	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$150.00		
102508	06/23/2022	Open			Accounts Payable	AQUAFLOW SOLUTIONS INC	$5,201.52		
102509	06/23/2022	Open			Accounts Payable	AUTOZONE STORES, INC	$390.19		
102510	06/23/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$80.10		
102511	06/23/2022	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$77.00		
102512	06/23/2022	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$3,926.41		
102513	06/23/2022	Open			Accounts Payable	CARDENAS, ERNESTO	$143.00		
102514	06/23/2022	Open			Accounts Payable	CARRILLO, ISAAC	$21.53		
102515	06/23/2022	Open			Accounts Payable	CENTURYLINK	$299.97		
102516	06/23/2022	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	$2,144.92		
102517	06/23/2022	Open			Accounts Payable	CHARLIE'S INVENTORY, INC.	$1,685.65		
102518	06/23/2022	Open			Accounts Payable	CHAVIRA, MARY, M	$11.57		
102519	06/23/2022	Open			Accounts Payable	COBAIN, STEPHANIE, E	$2.67		
102520	06/23/2022	Open			Accounts Payable	CODE PUBLISHING COMPANY	$133.50		
102521	06/23/2022	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	$3,898.50		
102522	06/23/2022	Open			Accounts Payable	CORREA, HECTOR, L	$10.68		
102523	06/23/2022	Open			Accounts Payable	CRUZ GUIZA, SABRYNA, N	$9.34		
102524	06/23/2022	Open			Accounts Payable	D & H ELECTRIC INC.	$475.00		
102525	06/23/2022	Open			Accounts Payable	DPE CONSTRUCTION, INC	$9,545.40		
102526	06/23/2022	Open			Accounts Payable	DUARTE MORA, ELI, F	$1.33		
102527	06/23/2022	Open			Accounts Payable	ELIAS, DANIEL	$0.62		
102528	06/23/2022	Open			Accounts Payable	ESPARZA, DANIELA, D	$7.12		
102529	06/23/2022	Open			Accounts Payable	ESTRADA, LETICIA	$100.00		
102530	06/23/2022	Open			Accounts Payable	FELIX, GEMA, N	$8.90		
102531	06/23/2022	Open			Accounts Payable	FERGUSON WATERWORKS	$2,523.57		
102532	06/23/2022	Open			Accounts Payable	FERRELLGAS, LP	$65.19		

City of San Luis

Payment Register

From Payment Date: 6/20/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
102533	06/23/2022	Open			Accounts Payable	FX TACTICAL, LLC	$574.82		
102534	06/23/2022	Open			Accounts Payable	GALLEGOS, ELIA	$10.85		
102535	06/23/2022	Open			Accounts Payable	GARCIA, JESUS	$105.00		
102536	06/23/2022	Open			Accounts Payable	GARCIA, VICTOR, M	$13.35		
102537	06/23/2022	Open			Accounts Payable	GARCIA GODINEZ, GONZALO	$2.22		
102538	06/23/2022	Open			Accounts Payable	GLADNEY, PHIL, A	$9.79		
102539	06/23/2022	Open			Accounts Payable	GOMEZ-DOMINGUEZ, FRANCISCO	$1,489.45		
102540	06/23/2022	Open			Accounts Payable	GONZALEZ, EDGAR, F	$2.22		
102541	06/23/2022	Open			Accounts Payable	GONZALEZ, IVAN	$0.45		
102542	06/23/2022	Open			Accounts Payable	GUZMAN RODRIGUEZ, OLGA	$0.89		
102543	06/23/2022	Open			Accounts Payable	HEREDIA, MONICA	$11.12		
102544	06/23/2022	Open			Accounts Payable	HERNANDEZ, JERRY	$400.00		
102545	06/23/2022	Open			Accounts Payable	JAIME, ELIZABETH	$806.93		
102546	06/23/2022	Open			Accounts Payable	KS STATE BANK	$236.59		
102547	06/23/2022	Open			Accounts Payable	LAGUNA, JOSE, LUZ	$306.00		
102548	06/23/2022	Open			Accounts Payable	LAWSON PRODUCTS INC.	$4.47		
102549	06/23/2022	Open			Accounts Payable	LEON, ALFREDO	$138.21		
102550	06/23/2022	Open			Accounts Payable	LIFE-ASSIST, INC.	$112.58		
102551	06/23/2022	Open			Accounts Payable	LIZARDE, RAFAEL	$143.00		
102552	06/23/2022	Open			Accounts Payable	LOPEZ, FRANCISCO, J	$10.68		
102553	06/23/2022	Open			Accounts Payable	LOPEZ, YESENIA	$4.45		
102554	06/23/2022	Open			Accounts Payable	LOZANO, MARIA, I	$4.45		
102555	06/23/2022	Open			Accounts Payable	LOZANO, VICTOR	$281.10		
102556	06/23/2022	Open			Accounts Payable	MACK, VERONICA, C	$8.01		
102557	06/23/2022	Open			Accounts Payable	MADRIGAL, DANIEL	$1.78		
102558	06/23/2022	Open			Accounts Payable	MAGALLANES, CESAR	$143.00		
102559	06/23/2022	Open			Accounts Payable	MAGDALENO, MARIBEL	$11.12		
102560	06/23/2022	Open			Accounts Payable	MAJCO LLC	$796.86		
102561	06/23/2022	Open			Accounts Payable	MARTINEZ, VICTOR	$11.12		
102562	06/23/2022	Open			Accounts Payable	MARTINEZ, JOSE ALFREDO	$198.00		
102563	06/23/2022	Open			Accounts Payable	MENDEZ, JACOB, A	$6.67		
102564	06/23/2022	Open			Accounts Payable	MERRILL WALKER BUILDERS, INC.	$148,838.19		
102565	06/23/2022	Open			Accounts Payable	MILLER, DAMIAN	$143.00		
102566	06/23/2022	Open			Accounts Payable	MORA, ANTONIO	$13.35		
102567	06/23/2022	Open			Accounts Payable	MORALES, ABRIL	$9.79		
102568	06/23/2022	Open			Accounts Payable	MURO, MAGALI	$8.90		
102569	06/23/2022	Open			Accounts Payable	NAVARRO, ADRIAN, A	$15.57		
102570	06/23/2022	Open			Accounts Payable	NEGRETE, MARIA, L	$10.68		
102571	06/23/2022	Open			Accounts Payable	NEWEGG BUSINESS INC.	$722.70		
102572	06/23/2022	Open			Accounts Payable	NICKLAUS ENGINEERING	$515.00		
102573	06/23/2022	Open			Accounts Payable	NUNEZ, RUBEN	$0.89		
102574	06/23/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	$364.93		
102575	06/23/2022	Open			Accounts Payable	OCHOA , BENITO, ALVAREZ	$0.89		
102576	06/23/2022	Open			Accounts Payable	OFFICE DEPOT	$1,852.28		
102577	06/23/2022	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	$1,617.76		
102578	06/23/2022	Open			Accounts Payable	ORTIZ, DOLORES	$10.68		
102579	06/23/2022	Open			Accounts Payable	PEREZ, BLAS	$13.35		
102580	06/23/2022	Open			Accounts Payable	PEREZ, HAZIEL	$143.00		
102581	06/23/2022	Open			Accounts Payable	PEREZ MORENO, URIEL, A	$0.89		
102582	06/23/2022	Open			Accounts Payable	PORCHAS, MARIA, C	$0.45		

City of San Luis

Payment Register

From Payment Date: 6/20/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
102583	06/23/2022	Open			Accounts Payable	QUINONEZ, FRANCISCO	$250.00		
102584	06/23/2022	Open			Accounts Payable	RAMIREZ, FELIPE	$224.00		
102585	06/23/2022	Open			Accounts Payable	RAMIREZ, TERESITA, D	$308.00		
102586	06/23/2022	Open			Accounts Payable	REYES, ISHIA, D	$4.45		
102587	06/23/2022	Open			Accounts Payable	REYNOSO, NIGEL	$143.00		
102588	06/23/2022	Open			Accounts Payable	ROBLEDO, MONICA, A	$1.78		
102589	06/23/2022	Open			Accounts Payable	RUIZ RODRIGUEZ, ANAKAREN	$99.35		
102590	06/23/2022	Open			Accounts Payable	RUVALCABA, MARIA, JOSEFINA	$101.64		
102591	06/23/2022	Open			Accounts Payable	SAFETY-KLEEN SYSTEMS, INC	$331.13		
102592	06/23/2022	Open			Accounts Payable	SANDOVAL, MONTSERRAT	$135.00		
102593	06/23/2022	Open			Accounts Payable	SOCIAL DEMICS LLC	$2,000.00		
102594	06/23/2022	Open			Accounts Payable	SOLORZANO, PEDRO	$142.82		
102595	06/23/2022	Open			Accounts Payable	SOUTHWEST RUBBER & SUPPLY CO INC	$712.80		
102596	06/23/2022	Open			Accounts Payable	SPLASH 2 POOLS AND SPA LLC	$10,800.00		
102597	06/23/2022	Open			Accounts Payable	TENIENTE, NORMA	$3.11		
102598	06/23/2022	Open			Accounts Payable	TRI-TECH FORENSICS INC.	$563.32		
102599	06/23/2022	Open			Accounts Payable	US POST MASTER	$1,902.58		
102600	06/23/2022	Open			Accounts Payable	V & V ELECTRIC LLC	$3,800.00		
102601	06/23/2022	Open			Accounts Payable	VARELA, MARIA, TERESA	$81.48		
102602	06/23/2022	Open			Accounts Payable	VILLAPUDUA, DIEGO	$1,500.00		
102603	06/23/2022	Open			Accounts Payable	W.W.GRAINGER, INC	$17.38		
102604	06/23/2022	Open			Accounts Payable	Z TRENDZ	$986.44		
102605	06/23/2022	Open			Accounts Payable	DELL MARKETING L.P.	$3,420.81		
102606	06/23/2022	Open			Accounts Payable	AXON ENTERPRISE, INC	$329,047.47		
102607	06/23/2022	Open			Accounts Payable	ADEMCO INC,	$477.48		
102608	06/23/2022	Open			Accounts Payable	EFFEM CORPORATION	$28,801.91		
Type Check Totals:					169 Transactions		$653,981.48		
EFT									
1563	06/23/2022	Open			Accounts Payable	ALSCO, INC	$2,128.40		
1564	06/23/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	$1,713.57		
1565	06/23/2022	Open			Accounts Payable	APPLIED PRODUCTS GROUP LLC	$22,351.37		
1566	06/23/2022	Open			Accounts Payable	CDWG	$10,126.27		
1567	06/23/2022	Open			Accounts Payable	CORDOVA LAW, PLC	$800.00		
1568	06/23/2022	Open			Accounts Payable	CSC OF YUMA	$177.41		
1569	06/23/2022	Open			Accounts Payable	DESERT WATER STORE INC	$103.49		
1570	06/23/2022	Open			Accounts Payable	FS.COM INC	$2,202.98		
1571	06/23/2022	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$1,331.75		
1572	06/23/2022	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$6,923.25		
1573	06/23/2022	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	$55,685.00		
1574	06/23/2022	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	$4,317.50		
1575	06/23/2022	Open			Accounts Payable	MAYA'S CONSTRUCTION LLC.	$22,541.30		
1576	06/23/2022	Open			Accounts Payable	MONOPRICE INC.	$21.80		
1577	06/23/2022	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	$3,200.00		
1578	06/23/2022	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	$24,214.75		
1579	06/23/2022	Open			Accounts Payable	PLOTTER DOCTORS, LLC	$5,721.60		

City of San Luis

Payment Register

From Payment Date: 6/20/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1580	06/23/2022	Open			Accounts Payable	POLAR ICE LLC	$316.08		
1581	06/23/2022	Open			Accounts Payable	RDO EQUIPMENT CO.	$1,277.51		
1582	06/23/2022	Open			Accounts Payable	ROACH PEST CONTROL	$30.00		
1583	06/23/2022	Open			Accounts Payable	SKAGGS COMPANIES, INC	$133.34		
1584	06/23/2022	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$1,933.22		
1585	06/23/2022	Open			Accounts Payable	SOUTHWEST ENTRANCES, INC	$3,690.00		
1586	06/23/2022	Open			Accounts Payable	SPRAGUES SPORTS INC.	$939.54		
1587	06/23/2022	Open			Accounts Payable	STANDARD PRINTING COMPANY, INC	$873.64		
1588	06/23/2022	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	$685.20		
1589	06/23/2022	Open			Accounts Payable	USA BLUE BOOK	$312.61		
1590	06/23/2022	Open			Accounts Payable	WILLDAN ENGINEERING	$1,880.78		
1591	06/23/2022	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	$167.79		
1592	06/23/2022	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	$30.00		
1593	06/23/2022	Open			Accounts Payable	YUMA WINNELSON CO.	$3,230.46		
Type EFT Totals:					31 Transactions		$179,060.61		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	169	$653,981.48	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	169	$653,981.48	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	$179,060.61	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00

City of San Luis

Payment Register

From Payment Date: 6/20/2022 - To Payment Date: 6/23/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	31	$179,060.61		$0.00	

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	200	$833,042.09	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	200	$833,042.09	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**169**	**$653,981.48**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**169**	**$653,981.48**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**31**	**$179,060.61**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**31**	**$179,060.61**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**200**	**$833,042.09**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**200**	**$833,042.09**	**$0.00**

David Espitia

Digitally signed by: David Espitia
DN: CN = David Espitia email = despitia@sanluisaz.gov C = AD O = City of San Luis OU = Finance
Date: 2022.06.23 17:08:35 -07'00'

Pay Day Register

Pay Date Range 06/28/22 - 06/28/22
Pay Batch 202206FH

Pay Batch 202206FH Total

Employees in Pay Batch 41
Female Employees in Pay Batch 2

Hours Description	Hours	Gross
705 - FIRE HOLIDAY PAYOFF	4,342.6667	83,744.54
Total	4,342.6667	$83,744.54

Withholdings and Deductions		Gross Base
Gross	83,744.54	
Imputed Income		
FEDERAL TAX WITHHOLDING	6,346.75	76,132.43
SOCIAL SECURITY TAX	5,192.14	83,744.54
MEDICARE	1,214.26	83,744.54
STATE WITHHOLDING	2,403.39	76,132.43
PSPRS FIRE DB RATE - TIER 1a	3,197.70	41,800.14
PSPRS FIRE DB RATE - TIER 1b	1,340.81	11,509.06
PSPRS FIRE DB RATE - TIER 2	556.30	4,775.09
PSPRS FIRE DB RATE - TIER 3	2,372.06	23,863.60
PSPRS FIRE DC RATE - TIER 3	132.30	1,469.95
PSPRS FIRE DISABILITY RATE	12.94	1,469.95
Net	$60,975.89	

Benefits		Gross Base
PSPRS FIRE DB NORM - TIER 1	7,793.81	53,309.20
PSPRS FIRE DB NORM - TIER 2	698.12	4,775.09
PSPRS FIRE DB NORM - TIER 3	2,372.06	23,863.60
PSPRS FIRE DCCN - TIER 3	132.30	1,469.95
PSPRS FIRE DISABILITY - TIER	12.94	1,469.95
Total	$11,009.23	

Workers' Comp		Gross Base
FIREFIGHTERS & DRIVERS	3,977.86	83,744.54
Total	$3,977.86	

Direct Deposits	Amount
Check	$60,975.89

Monica Castro

Digitally signed by: Monica Castro
DN: CN = Monica Castro email = mcastro@sanluisaz.gov C = AD
Date: 2022.06.28 17:23:19 -07'00'

Schedule D

City of San Luis

Payment Register

From Payment Date: 6/27/2022 - To Payment Date: 6/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
102609	06/27/2022	Open			Accounts Payable	EMAZON, JESUS	$282.00		
102610	06/27/2022	Open			Accounts Payable	ULTRA SHOW MAKERS LLC	$8,050.66		
102611	06/29/2022	Open			Accounts Payable	ALLUVIAL MEDIA LLC	$2,750.00		
102612	06/30/2022	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	$2,583.58		
102613	06/30/2022	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	$40.00		
102614	06/30/2022	Open			Accounts Payable	AMES ORTIZ, KARLA	$50.00		
102615	06/30/2022	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	$37.69		
102616	06/30/2022	Open			Accounts Payable	AUTOZONE STORES, INC	$878.83		
102617	06/30/2022	Open			Accounts Payable	AZ STATE FIRE TRAINING COMMITTEE	$250.00		
102618	06/30/2022	Open			Accounts Payable	CABLE & WIRELESS TECHNOLOGIES, INC	$1,581.22		
102619	06/30/2022	Open			Accounts Payable	CABRERA, LUIS	$90.21		
102620	06/30/2022	Open			Accounts Payable	CELAYA, KIMBERLY	$50.00		
102621	06/30/2022	Open			Accounts Payable	CENTURYLINK	$422.32		
102622	06/30/2022	Open			Accounts Payable	CONSULTING ENGINEERS	$14,978.05		
102623	06/30/2022	Open			Accounts Payable	CORNELIO, SONIA	$37.82		
102624	06/30/2022	Open			Accounts Payable	CORRAL, RICARDO	$100.00		
102625	06/30/2022	Open			Accounts Payable	CORTEZ, ADELA	$2,000.00		
102626	06/30/2022	Open			Accounts Payable	DESERT EXCAVATING	$112,688.00		
102627	06/30/2022	Open			Accounts Payable	DESERT VETERINARY CLINIC PLC	$154.48		
102628	06/30/2022	Open			Accounts Payable	ESPARZA, MARIA	$9,000.00		
102629	06/30/2022	Open			Accounts Payable	ESSARY, JOSEPH, AARON	$90.00		
102630	06/30/2022	Open			Accounts Payable	FACTOR SALES, INC.	$298.92		
102631	06/30/2022	Open			Accounts Payable	FONSECA LOPEZ, JUAN, M	$0.89		
102632	06/30/2022	Open			Accounts Payable	FRANCO, RENE, M	$5.34		
102633	06/30/2022	Open			Accounts Payable	FURNITURE LAND LLC	$5,353.00		
102634	06/30/2022	Open			Accounts Payable	HOLQUIN , MARYBEL	$175.00		
102635	06/30/2022	Open			Accounts Payable	INTERNATIONAL BUSINESS INNOVATION ASSOC	$525.00		
102636	06/30/2022	Open			Accounts Payable	IPS GROUP INC	$43.50		
102637	06/30/2022	Open			Accounts Payable	ISCA, INC	$38,715.20		
102638	06/30/2022	Open			Accounts Payable	J2 ENGINEERING & ENVIR DESIGN LLC	$1,685.97		
102639	06/30/2022	Open			Accounts Payable	JAIME LOPEZ, FATIMA, A	$7.12		
102640	06/30/2022	Open			Accounts Payable	JIMENEZ, ANTONIO, M	$0.66		
102641	06/30/2022	Open			Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	$167.89		
102642	06/30/2022	Open			Accounts Payable	LAWSON PRODUCTS INC.	$891.34		
102643	06/30/2022	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	$560.00		
102644	06/30/2022	Open			Accounts Payable	LOPEZ, ENRIQUE	$108.00		
102645	06/30/2022	Open			Accounts Payable	LUNA, CYNTHIA	$300.00		
102646	06/30/2022	Open			Accounts Payable	MALDONADO, SAMUEL	$75.00		
102647	06/30/2022	Open			Accounts Payable	MARTINEZ, KEILA MARYMAR	$100.00		
102648	06/30/2022	Open			Accounts Payable	MASSMUTUAL FINANCIAL GROUP	$20.00		
102649	06/30/2022	Open			Accounts Payable	MENDOZA, FERNANDO	$9.79		
102650	06/30/2022	Open			Accounts Payable	MERRILL WALKER BUILDERS, INC.	$675,048.91		

Schedule E

City of San Luis

Payment Register

From Payment Date: 6/27/2022 - To Payment Date: 6/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
102651	06/30/2022	Open			Accounts Payable	MOLINA, YOLANDA	$3,128.00		
102652	06/30/2022	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	$23.70		
102653	06/30/2022	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	$72.97		
102654	06/30/2022	Open			Accounts Payable	NEW YORK LIFE INSURANCE CO.	$72.97		
102655	06/30/2022	Open			Accounts Payable	NUNEZ, JAVIER	$13.35		
102656	06/30/2022	Open			Accounts Payable	O'REILLY AUTO PARTS	$342.18		
102657	06/30/2022	Open			Accounts Payable	OFFICE DEPOT	$2,484.44		
102658	06/30/2022	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	$540.98		
102659	06/30/2022	Open			Accounts Payable	PERALTA, ABRAHAM	$0.89		
102660	06/30/2022	Open			Accounts Payable	PEREZ ESPARZA, MANUEL, J	$4.45		
102661	06/30/2022	Open			Accounts Payable	PETTY CASH/ ORIANA DUARTE	$266.81		
102662	06/30/2022	Open			Accounts Payable	PETTY CASH/POLICE	$52.01		
102663	06/30/2022	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	$8,693.68		
102664	06/30/2022	Open			Accounts Payable	PREPAID LEGAL SERVICES	$112.60		
102665	06/30/2022	Open			Accounts Payable	RAMIREZ, AHTZYRI	$50.00		
102666	06/30/2022	Open			Accounts Payable	ROBLEDO LUGO, RUBI, C	$1.78		
102667	06/30/2022	Open			Accounts Payable	ROBLES, CLAUDIA	$50.00		
102668	06/30/2022	Open			Accounts Payable	RODGRIGUEZ, SERGIO, H	$3.11		
102669	06/30/2022	Open			Accounts Payable	RODRIGUEZ, ARSELIA	$45.00		
102670	06/30/2022	Open			Accounts Payable	RODRIGUEZ, CLAUDIA	$35.00		
102671	06/30/2022	Open			Accounts Payable	RODRIGUEZ, DANIEL	$2,276.65		
102672	06/30/2022	Open			Accounts Payable	RODRIGUEZ-MARTINEZ, CLARISA	$2.67		
102673	06/30/2022	Open			Accounts Payable	ROJAS, VERONICA	$35.00		
102674	06/30/2022	Open			Accounts Payable	ROMAN HUERTA, JOANNE, P	$3.56		
102675	06/30/2022	Open			Accounts Payable	ROMERO, TEODORO	$4.45		
102676	06/30/2022	Open			Accounts Payable	SALCEDO, RAQUEL, S	$0.45		
102677	06/30/2022	Open			Accounts Payable	SAMAYOA, JOSE, L	$4.45		
102678	06/30/2022	Open			Accounts Payable	SAN LUIS AZ NEWS	$719.63		
102679	06/30/2022	Open			Accounts Payable	SAN LUIS AZ ROTARY CLUB	$520.67		
102680	06/30/2022	Open			Accounts Payable	SERRANO, SERGIO, O	$31.15		
102681	06/30/2022	Open			Accounts Payable	SILVA, BLANCA, E	$0.89		
102682	06/30/2022	Open			Accounts Payable	STANDARD INSURANCE CO.	$2,029.55		
102683	06/30/2022	Open			Accounts Payable	THE HOME DEPOT	$11,106.56		
102684	06/30/2022	Open			Accounts Payable	TIZNADO PALLETS & STORAGE CONTAINERS CO.	$6,050.00		
102685	06/30/2022	Open			Accounts Payable	TORRES, GERARDO, E	$2.67		
102686	06/30/2022	Open			Accounts Payable	TOVAR, LESSLY	$1.55		
102687	06/30/2022	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	$194.00		
102688	06/30/2022	Open			Accounts Payable	ULTRA SHOW MAKERS LLC	$8,050.66		
102689	06/30/2022	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	$4,541.53		
102690	06/30/2022	Open			Accounts Payable	VSS INTERNATIONAL INC	$241,670.52		
102691	06/30/2022	Open			Accounts Payable	YUMA COUNTY PUBLIC WORKS	$52,471.80		
102692	06/30/2022	Open			Accounts Payable	YUMA NURSERY SUPPLY	$4,554.73		
102693	06/30/2022	Open			Accounts Payable	YUMA WINLECTRIC CO.	$132.52		
102694	06/30/2022	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	$180.00		
102695	06/30/2022	Open			Accounts Payable	AMETZA ARIZONA LLC	$83.41		
102696	06/30/2022	Open			Accounts Payable	BALL FABRICS INC	$1,269.56		
102697	06/30/2022	Open			Accounts Payable	H4 DISTRIBUTIONS INC	$3,728.75		

City of San Luis

Payment Register

From Payment Date: 6/27/2022 - To Payment Date: 6/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
102698	06/30/2022	Open			Accounts Payable	DIVA MUSIC LLC	$15,000.00		
102699	06/30/2022	Open			Accounts Payable	GUTIERREZ, LEONEL	$7,500.00		
102700	06/30/2022	Open			Accounts Payable	PETTY CASH/ ANGELICA CIFUENTES	$705.87		
102701	06/30/2022	Open			Accounts Payable	RSL-AZ YUMA	$500.00		
102702	06/30/2022	Open			Accounts Payable	RUIZ, JOSE	$4,750.00		
102703	06/30/2022	Open			Accounts Payable	TORRES, CRISTIAN	$210.00		
Type Check Totals:					95 Transactions		$1,264,533.56		
EFT									
1598	06/30/2022	Open			Accounts Payable	4 IMPRINT	$1,890.75		
1599	06/30/2022	Open			Accounts Payable	ALSCO, INC	$1,584.04		
1600	06/30/2022	Open			Accounts Payable	AMAZON.COM SALES, INC.	$2,696.85		
1601	06/30/2022	Open			Accounts Payable	BILL ALEXANDER FORD	$176.77		
1602	06/30/2022	Open			Accounts Payable	BORDER CONSTRUCTION SPECIALTIES	$3,009.06		
1603	06/30/2022	Open			Accounts Payable	CDWG	$10,947.48		
1604	06/30/2022	Open			Accounts Payable	DANA KEPNER COMPANY LLC	$102,748.17		
1605	06/30/2022	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$329.25		
1606	06/30/2022	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$9,140.24		
1607	06/30/2022	Open			Accounts Payable	DESERT WATER STORE INC	$106.73		
1608	06/30/2022	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$125.00		
1609	06/30/2022	Open			Accounts Payable	FRUTH GROUP INC	$419.43		
1610	06/30/2022	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$9,355.82		
1611	06/30/2022	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$5,422.29		
1612	06/30/2022	Open			Accounts Payable	JAMES DAVEY AND ASSOCIATES INC	$42,431.50		
1613	06/30/2022	Open			Accounts Payable	L.N. CURTIS & SONS	$49,008.71		
1614	06/30/2022	Open			Accounts Payable	LANTIS FIREWORKS AND LASERS	$23,000.00		
1615	06/30/2022	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	$205.97		
1616	06/30/2022	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	$1,298.50		
1617	06/30/2022	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	$80,406.00		
1618	06/30/2022	Open			Accounts Payable	PENN NEON SIGN CO., INC.	$135.52		
1619	06/30/2022	Open			Accounts Payable	PRECISION FIRE PROTECTION SRVS, INC	$250.00		
1620	06/30/2022	Open			Accounts Payable	PRO SALES GROUP INC	$2,259.97		
1621	06/30/2022	Open			Accounts Payable	RDO EQUIPMENT CO.	$3,676.49		
1622	06/30/2022	Open			Accounts Payable	REAL PURIFIED WATER LLC	$32.01		
1623	06/30/2022	Open			Accounts Payable	REPUBLIC EVS LLC	$251.35		
1624	06/30/2022	Open			Accounts Payable	RM GRAPHICS	$445.00		
1625	06/30/2022	Open			Accounts Payable	ROACH PEST CONTROL	$475.00		
1626	06/30/2022	Open			Accounts Payable	SAM'S CLUB	$12,037.18		
1627	06/30/2022	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$3,925.00		
1628	06/30/2022	Open			Accounts Payable	SPECIALTY SEWING SENTER, INC.	$281.62		
1629	06/30/2022	Open			Accounts Payable	SPECTRUM BUSINESS	$4,197.95		
1630	06/30/2022	Open			Accounts Payable	SUN RENTAL AND SALES INC.	$2,598.86		
1631	06/30/2022	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$1,313.90		
1632	06/30/2022	Open			Accounts Payable	ULINE, INC.	$5,200.18		
1633	06/30/2022	Open			Accounts Payable	USA BLUE BOOK	$283.37		

City of San Luis

Payment Register

From Payment Date: 6/27/2022 - To Payment Date: 6/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1634	06/30/2022	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$388.57		
1635	06/30/2022	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	$1,032.00		
1636	06/30/2022	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	$34,155.39		
1637	06/30/2022	Open			Accounts Payable	ZOLL MEDICAL CORP	$2,099.49		
1642	06/30/2022	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	$1,936.21		
					41 Transactions		$421,277.62		

Type EFT Totals:
1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	$1,264,533.56	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	95	$1,264,533.56	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	41	$421,277.62	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	41	$421,277.62	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	136	$1,685,811.18	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	136	$1,685,811.18	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**95**	**$1,264,533.56**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**95**	**$1,264,533.56**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**41**	**$421,277.62**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**41**	**$421,277.62**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**136**	**$1,685,811.18**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**136**	**$1,685,811.18**	**$0.00**

David Espitia

Digitally signed by: David Espitia
DN: CN = David Espitia email = despitia@sanluisaz.gov C = AD O = City of San Luis OU = Finance
Date: 2022.06.30 16:52:39 -07'00'

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. A.**

Meeting Date: 07/13/2022

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

Submitted By: Jenny Torres, Economic Development Manager, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding entering into a construction contract with DPE Construction, Inc. for Rancho Los Oros Phase II project (CDBG 134-22). **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The Arizona Department of Housing (ADOH) awarded the City of San Luis a Community Development Block Grant (CDBG) from their state special project account in the amount of $500,000.00 for Rancho Los Oros Phase II improvement project. The work consists of, but not limited to, the removal and replacement of 148 linear feet of 8" diameter sewer main, one (1) sanitary sewer manhole replacement and approximately 11,143 square yards of pavement replacement, miscellaneous replacement of concrete rolled curb, and gutter, sidewalk, and driveway entrances. The project also includes adjusting existing water valves and sewer manholes with new frames and covers, and other work incidental to the project.

The city received two (2) construction bids from DPE Construction Inc. and Gutierrez Canales Engineering, PC., for the construction of the proposed project. DPE Construction Inc. was selected competitively by sealed bids and was deemed the lowest bidder to be qualified and capable of performing the contract.

Staff is requesting the City Council to approve the construction contract for DPE Construction Inc. in the amount of $1,191,750.00

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONSTRUCTION CONTRACT FOR DPE CONSTRUCTION, INC. IN THE AMOUNT OF $1,191,750.00, AND APPROVE BUDGET TRANSFER AS PRESENTED IN THIS AGENDA ITEM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State/City
TOTAL:	$1,191,750.00
BUDGETED AMOUNT:	$1,047,240.00

AVAILABLE AMOUNT TO TRANSFER:	YES
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlays, 255-210-90010.220, remaining funds $1,047,240.00

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

The City allocated $1,047,240.00 in the capital outlays for the construction and construction administration of the project. The City awarded a construction administration contract to James Davey in the amount is $36,410.00 and construction bid amount is $1,191,750.00 for a total of $1,228,160.00. In order to proceed, the staff is requesting council approval of budget transfer of $180,930.00 from the capital outlays account 255-021-90052.228 to account 255-210-90010.220 in order to complete the project.

Attachments

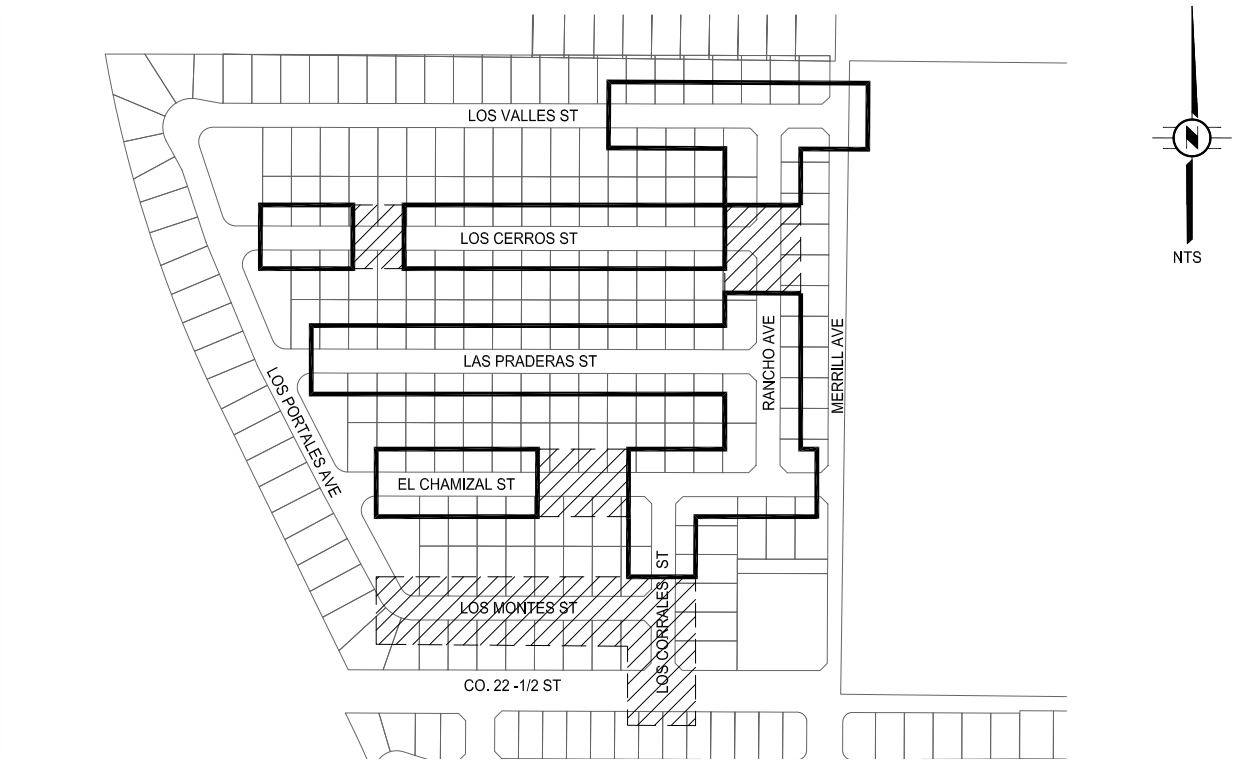
Rancho Los Oros Map

Bid Tabulation

Construction Agreement

Budget Adjustment

CITY OF SAN LUIS
RANCHO LOS OROS ROADWAY IMPROVEMENTS - PHASE 2



LEGEND

RANCHO LOS OROS ROADWAY IMPROVEMENTS PROJECT UNDER CONSTRUCTION 2020

RANCHO LOS OROS ROADWAY IMPROVEMENTS PROJECT -PHASE 2

BID EVALUATION SUMMARY AND AWARD RECOMMENDATION

1. Project: **CITY OF SAN LUIS**
RANCHO LOS OROS ROADWAY IMPROVEMENTS – PHASE 2
(CDBG CONTRACT #134-22)

2. Bid submission date and time: Wednesday, June 22, 2022 at 3:30 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.	$1,191,750.00	Yes	$1,191,750.00	1	None.
2	Gutierrez Canales Engineering, PC	$1,440,544.35	Yes	$1,613,723.00	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
RANCHO LOS OROS ROADWAY IMPROVEMENTS
(CDBG CONTRACT #134-22)

BID TABULATION

				Bidder No. 1		Bidder No. 2	
				DPE Construction, Inc.		Gutierrez Canales Engineering, PC	
Bid Item	Item Description	Estimated Quantities	Unit	Unit Price	Total	Unit Price	Total
1	Remove Existing Asphalt (Any thickness)	11143	SY	$ 5.00	$ 55,715.00	$ 15.37	$ 171,267.91
2	Remove Existing Concrete Curb (Any Type)	1653	LF	$ 12.00	$ 19,836.00	$ 19.24	$ 31,803.72
3	Remove Sidewalk, Driveway, and Slab (Flat Work)	761	SY	$ 7.00	$ 5,327.00	$ 42.49	$ 32,334.89
4	Remove Existing Sewermain (Any Size)	160	LF	$ 60.00	$ 9,600.00	$ 354.47	$ 56,715.20
5	Remove Sanitary Sewer Manhole (Any Size)	1	EA	$ 12,500.00	$ 12,500.00	$ 27,892.00	$ 27,892.00
6	Pavement Structural Section No. 1 (3" AC / 8" ABC)	11143	SY	$ 50.00	$ 557,150.00	$ 39.95	$ 445,162.85
7	Roadway Over Excavation (Top 12" of Subgrade) / Geogrid	2034	CY	$ 52.00	$ 105,768.00	$ 93.08	$ 189,324.72
8	Rolled Curb and Gutter / 4" ABC (City of Yuma Std 3-070)	1632	LF	$ 21.50	$ 35,088.00	$ 41.67	$ 68,005.44
9	Vertical Curb and Gutter / 4" ABC (City of Yuma Std 3-060)	40	LF	$ 56.00	$ 2,240.00	$ 75.80	$ 3,032.00
10	Sidewalk, Driveway, and Parkway (T=6") (City of Yuma Std. 3-135)	6719	SF	$ 7.00	$ 47,033.00	$ 9.01	$ 60,538.19
11	Sidewalk Ramp (City of Yuma Std 3-145)	363	SF	$ 20.00	$ 7,260.00	$ 16.27	$ 5,906.01
12	Cross Gutter and Apron (City of Yuma Std 3-085, 3-090)	456	SF	$ 17.00	$ 7,752.00	$ 16.57	$ 7,555.92
13	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-075)	8	EA	$ 1,000.00	$ 8,000.00	$ 719.75	$ 5,758.00
14	Adjust Ex Sewer Manhole with new Frame & Cover (City of Yuma Std 6-040)	5	EA	$ 2,600.00	$ 13,000.00	$ 1,760.60	$ 8,803.00
15	4" Diameter SDR-35 Sewer Service / Connect to Existing Sewer Service (City of Yuma Std 6-015)	4	EA	$ 2,800.00	$ 11,200.00	$ 9,899.50	$ 39,598.00
16	8" Diameter SDR-35 PVC Sewer Line	155	LF	$ 210.00	$ 32,550.00	$ 595.84	$ 92,355.20
17	10" Diameter SDR-35 PVC Sewer Line	5	LF	$ 2,300.00	$ 11,500.00	$ 4,539.00	$ 22,695.00
18	4' Dia. Polymer Concrete Manhole (City of Yuma Std 6-025)	1	EA	$ 80,000.00	$ 80,000.00	$ 180,677.00	$ 180,677.00
19	Storm Water Pollution Prevention Plan	1	LS	$ 9,250.00	$ 9,250.00	$ 11,921.00	$ 11,921.00
20	Maintenance and Protection of Traffic	1	LS	$ 14,431.00	$ 14,431.00	$ 33,075.00	$ 33,075.00
21	Construction Staking	1	LS	$ 29,800.00	$ 29,800.00	$ 28,958.00	$ 28,958.00
22	Dewatering (for Sanitary Sewermain and Manhole Replacement)	1	LS	$ 60,000.00	$ 60,000.00	$ 13,500.00	$ 13,500.00
			TOTAL =		**$1,135,000.00**		**$1,536,879.05**
			5% CONTINGENCY SUBTOTAL =		**$56,750.00**		**$76,843.95**
			TOTAL ESTIMATED PROJECT COST =		**$1,191,750.00**		**$1,613,723.00**

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 $1,440,544.35).
DPE Construction, Inc is the lowest responsive bidder (Bid amount $1,191,750.00).

EXAMINATION OF BID

Project: CITY OF SAN LUIS
RANCHO LOS OROS ROADWAY IMPROVEMENTS – PHASE 2
(CDBG CONTRACT #134-22)

Bidder: DPE Construction, Inc. No.: 1
1636-A E. 20th Street
Yuma, Arizona, 85365

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 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.

BIDDING DOCUMENT	REQUIREMENT	REMARKS
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.

COPY

Project Name: Rancho Los Oros Roadway Improvements - Phase 2
(CDBG Contract # 134-22)

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
Addendum #1	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

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: Rancho Los Oros Roadway Improvements - Phase 2
(CDBG Contract # 134-22)

Bid No.	Item Description	Estimated Quantities	Unit	Unit Price	Total
1	Remove Existing Asphalt (Any thickness)	11143	SY	$ 5.00	$ 55,715.00
2	Remove Existing Concrete Curb (Any Type)	1653	LF	$ 12.00	$ 19,836.00
3	Remove Sidewalk, Driveway, and Slab (Flat Work)	761	SY	$ 7.00	$ 5,327.00
4	Remove Existing Sewermain (Any Size)	160	LF	$ 60.00	$ 9,600.00
5	Remove Sanitary Sewer Manhole (Any Size)	1	EA	$ 12,500.00	$ 12,500.00
6	Pavement Structural Section No. 1 (3" AC / 8" ABC)	11143	SY	$ 50.00	$ 557,150.00
7	Roadway Over Excavation (Top 12" of Subgrade) / Geogrid	2034	CY	$ 52.00	$ 105,768.00
8	Rolled Curb and Gutter / 4" ABC (City of Yuma Std 3-070)	1632	LF	$ 21.50	$ 35,088.00
9	Vertical Curb and Gutter / 4" ABC (City of Yuma Std 3-060)	40	LF	$ 56.00	$ 2,240.00
10	Sidewalk, Driveway, and Parkway (T=6") (City of Yuma Std. 3-135)	6719	SF	$ 7.00	$ 47,033.00
11	Sidewalk Ramp (City of Yuma Std 3-145)	363	SF	$ 20.00	$ 7,260.00
12	Cross Gutter and Apron (City of Yuma Std 3-085, 3-090)	456	SF	$ 17.00	$ 7,752.00

Bid No.	Item Description	Estimated Quantities	Unit	Unit Price	Total
13	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-075)	8	EA	$ 1,000.00	$ 8,000.00
14	Adjust Ex Sewer Manhole with new Frame & Cover (City of Yuma Std 6-040)	5	EA	$ 2,600.00	$ 13,000.00
15	4" Diameter SDR-35 Sewer Service / Connect to Existing Sewer Service (City of Yuma Std 6-015)	4	EA	$ 2,800.00	$ 11,200.00
16	8" Diameter SDR-35 PVC Sewer Line	155	LF	$ 210.00	$ 32,550.00
17	10" Diameter SDR-35 PVC Sewer Line	5	LF	$ 2,300.00	$ 11,500.00
18	4' Dia. Polymer Concrete Manhole (City of Yuma Std 6-025)	1	EA	$ 80,000.00	$ 80,000.00
19	Storm Water Pollution Prevention Plan	1	LS	$ 9,250.00	$ 9,250.00
20	Maintenance and Protection of Traffic	1	LS	$ 14,431.00	$ 14,431.00
21	Construction Staking	1	LS	$ 29,800.00	$ 29,800.00
22	Dewatering (for Sanitary Sewermain and Manhole Replacement)	1	LS	$ 60,000.00	$ 60,000.00

TOTAL $ 1,135,000.00

5% CONTINGENCY SUBTOTAL $ 56,750

TOTAL ESTIMATED PROJECT COST $ 1,191,750.00

TOTAL BASE BID AMOUNT IN WORDS One Million, One Hundred-Ninty one thousand and Seven Hundred-Fifty 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 $ 90,000.00 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 East 20th Street

City, State, ZIP Yuma, AZ 85365

e-mail estebanh@dpeyuma.com

By [Signature]

Name Esteban Hernandez

Title Estimator

Date 06-22-2022

Witness: ATTEST:
[If Bidder is an Individual]
[Signature] [Date]

Name and Title:

BID SURETY BOND

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements - Phase 2
(CDBG CONTRACT # 134-22)

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 Rancho Los Oros Roadway Improvements - Phase 2 (CDBG Contract # 134-22).

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.

DPE Construction, Inc.	Western Surety Company
Principal Firm [Seal]	Surety Firm [Seal]
Principal Signature	Surety Signature
Esteban Hernandez	Gregory P. Griffith, Attorney-in-fact
Name and Title Estimator	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, 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
NOTARY PUBLIC
SOUTH DAKOTA

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, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements - Phase 2
(CDBG CONTRACT # 134-22)

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

MALIA REMI JONES
Notary Public - Arizona
Yuma County
Commission # 618320
My Comm. Expires Jan 25, 2026

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

My Commission Expires 1/25, 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**): Rancho Los Oros 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 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:

PK 8

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)):

NAME	TITLE	ADDRESS
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

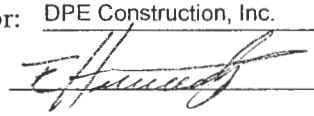
PK 9

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)

NAME	ADDRESS	NATURE OF INTEREST
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)

NAME	ADDRESS	TRADE CLASSIFICATION
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.

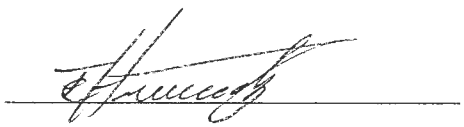
CERTIFICATIONS SIGNATURE FORM

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 into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at 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 or between January 1, 2015 and January 29, 2022, and the	. Executive Order 13658 generally applies to the contract.

contract is not renewed or extended on or after January 30, 2022:	. The contractor must pay all covered workers at least $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

---

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

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.

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.

==========

END OF GENERAL DECISIO"

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 subcontractor 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, Inc.
Project Name or Bid Number	Rancho Los Oros Roadway Improvements Phase 2 CDBG #134-22

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 _____ Date 06-22-2022

Arizona Department of Housing

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	DPE Construction, Inc.	
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)
Santiago Godinez	Supervisor	Yes	40 hrs week	No	No	Hourly	
Isidro Dominguez	Other	Yes	40 hrs week	No	No	Hourly	
Ignacio Valle	Other	Yes	40 hrs week	No	No	Hourly	
Ismael Melledres	Other	Yes	40 hrs week	No	No	Hourly	
Adrian Lopez	Other	Yes	40 hrs week	No	No	Hourly	
Eloy Munoz	Supervisor	Yes	40 hrs week	No	No	Hourly	
Govian Beltran	Other	Yes	40 hrs week	No	No	Hourly	
Eduardo Lopez	Other	Yes	40 hrs week	No	No	Hourly	
Manuel Melon	Journey Person	Yes	40 hrs week	No	No	Hourly	
Renaldo Ortega	Other	Yes	40 hrs week	No	No	Hourly	
Rafael Ordas	Other	Yes	40 hrs week	No	No	Hourly	
Jerman Duarte	Supervisor	Yes	40 hrs week	No	No	Hourly	
David Contreras	Other	Yes	40 hrs week	No	No	Hourly	
Oscar Martinez	Other	Yes	40 hrs week	No	No	Hourly	
Manuel Alcala	Journey Person	Yes	40 hrs week	No	No	Hourly	
William Prenco	Other	Yes	40 hrs week	No	No	Hourly	
Jorge De La Cruz	Other	Yes	40 hrs week	No	No	Hourly	
Rafael Monjondine	Other	Yes	40 hrs week	No	No	Hourly	

0

PK 32

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	E Hernandez
Date	06-22-2022

Section 3 Worker Self-Certification Form (S3C-1A)

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.

N/A
Signature

N/A
Date

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
Signature

N/A
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*]

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:

Title	Number	Minimum Qualifications

Training and apprenticeship positions that will be available:

Title	Number	Minimum Qualifications

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:

√	
	Child care
	Transportation
	Clothing
	English as a second language
	Other:

Please indicate office skills that you have:

√	
	Typing. Words per minute:
	Filing
	Software programs (list):
	Other:
	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

Arizona Department of Housing

N/A

Enter information only in green-shaded cells.

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

Subcontractor Name N/A	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

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:

- [X] **Corporation**
- [ ] **Partnership**
- [ ] **Individual**
- [ ] **Joint Venture**
- [ ] **Other**

1. How may 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-subsidiary):

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 - Arizona
Yuma County
Commission # 613220
My Comm. Expires Jan 25, 2026

Notary Public

My commission expires: 1/25/2026

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

	DPE
ASSETS	
CURRENT ASSETS	
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	
TOTAL CURRENT ASSETS	$ 4,414,683.76
FIXED ASSETS	
Equipment	$ 10,816,023.68
Accumulated Depreciation	$ (8,228,998.93)
Work In Progress	$ 368,196.00
Prepaid Loan Fees	
TOTAL FIXED ASSETS	$ 2,955,220.75
OTHER ASSETS	
Other Receivables	
Loan Receivable-Peterson	$ 809,393.16
Advances to Shareholder	
Deposits	
Goodwill	
Accumulated Amortization	
TOTAL OTHER ASSETS	$ 809,393.16

Confidential for internal use only

	DPE
TOTAL ASSETS	**$ 8,179,297.67**
LIABILITIES AND EQUITY	
CURRENT LIABILITIES	
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	
TOTAL CURRENT LIABILITIES	$ 2,383,399.51
LONG TERM LIABILITIES	
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	$ -
TOTAL LONG TERM LIABILITIES	$ 1,499,272.88
STOCKHOLDER'S EQUITY	
Common Stock	$ 5,000.00
Additional Paid In Capital	
Shareholder's Draw	
Retained Earnings	$ 4,110,605.00

	DPE
Intercompany Account	$ (595,473.96)
Current Earnings	$ 776,494.24
LIABILITIES AND EQUITY	**$ 8,179,297.67**

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

	DPE
GROSS INCOME	
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
TOTAL GROSS INCOME	**$ 6,908,132.44**
DIRECT EXPENSES	
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	
TOTAL DIRECT EXPENSES	**$ 4,863,408.87**

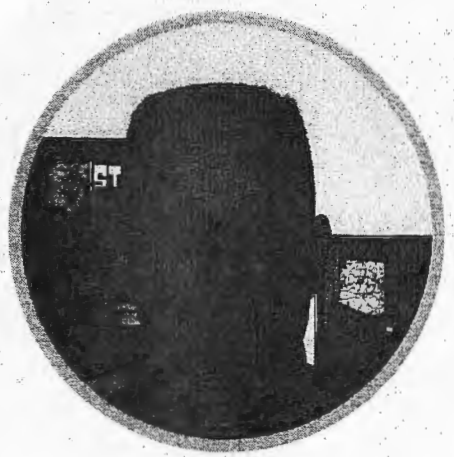
Confidential for internal use only

		DPE
GROSS MARGIN	**$**	**2,044,723.57**
INDIRECT EXPENSES		
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	$	-

Confidential for internal use only

	DPE
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)
TOTAL OPERATING EXPENSES	**$ 1,268,229.33**
NET INCOME (With Depreciation Expense)	**$ 776,494.24**
Depreciation Add Back	$ 162,392.13
NET INCOME BEFORE DEPRECIATION	**$ 938,886.37**

Confidential for internal use only



DPE Construction, Inc.
1636-A E. 20th Street, Yuma, Arizona 85365

James G. Allen

Vice President

Years with firm: Twenty-Eight (28)

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
Procore
Project Mates

LICENSES

General Engineering (A) ROC 275767

WORK EXPERIENCE

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

Vice President responsible for oversite 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

Yuma County- 8th 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- 4th 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

DPE Construction, Inc.
1636-A E. 20th 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. 20th 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. 20th 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 24th St- 32nd 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. 20th 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 oversite 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- 8th 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- 4th 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. 20th Street, Yuma, Arizona 85365

Jerman Duarte

Paving Superintendent

Years with firm: Nine (9)

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

WORK EXPERIENCE

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

Paving superintendent responsible for oversite 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 24th to 32nd Street Mill and Pave
Yuma County- 8th 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- 4th Ave Extension
City of Yuma- Pacific Avenue Athletic Complex (PAAC)
Private-various subdivisions, roadways within Yuma County

EDUCATION

Yuma High School
2003 –Graduate

DPE Construction, Inc.
1636-A E. 20th Street, Yuma, Arizona 85365

Eloy Munoz
Grading Superintendent

Years with firm: Twelve (12)

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

WORK EXPERIENCE

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

Grading superintendent responsible for oversite 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

Arizona State Veteran Home-Yuma
City of San Luis- Merrill Ave Reconstruction
Yuma County- Ave A and County 15th 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

DPE Construction, Inc.
1636-A E. 20th 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 24th St to 32nd 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
Ceasr 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
RANCHO LOS OROS ROADWAY IMPROVEMENTS – PHASE 2
(CDBG CONTRACT #134-22)

Bidder: Gutierrez Canales Engineering, PC No.: 2
1851 W 24th Street, Suite 201
Yuma, Arizona, 85364

Responsive Bid: Yes

BIDDING DOCUMENT	REQUIREMENT	REMARKS
PK-1 thru 4: Bid Schedule/Proposal Form	Filled out, signed, and submitted.	Bid form summing error. Did not affect bid results.
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 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.

BIDDING DOCUMENT	REQUIREMENT	REMARKS
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: Gutierrez Canales Engineering, PC

Project Name: Rancho Los Oros Roadway Improvements - Phase 2
(CDBG Contract # 134-22)

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**
Addendum #1	6/14/2022		

(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

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: Rancho Los Oros Roadway Improvements - Phase 2
(CDBG Contract # 134-22)

Bid No.	Item Description	Estimated Quantities	Unit	Unit Price	Total
1	Remove Existing Asphalt (Any thickness)	11143	SY	$ 15.37.	$171,267.91
2	Remove Existing Concrete Curb (Any Type)	1653	LF	$ 19.24	$ 31,803.72
3	Remove Sidewalk, Driveway, and Slab (Flat Work)	761	SY	$ 42.49 .	$32,334.89
4	Remove Existing Sewermain (Any Size)	160	LF	$ 354.47	$ 56,715.20
5	Remove Sanitary Sewer Manhole (Any Size)	1	EA	$ 27,892.00	$27,892.00
6	Pavement Structural Section No. 1 (3" AC / 8" ABC)	11143	SY	$ 39.95 .	$445,162.85
7	Roadway Over Excavation (Top 12" of Subgrade) / Geogrid	2034	CY	$ 93.08	$189,324.72
8	Rolled Curb and Gutter / 4" ABC (City of Yuma Std 3-070)	1632	LF	$ 41.67 .	$ 68,005.44
9	Vertical Curb and Gutter / 4" ABC (City of Yuma Std 3-060)	40	LF	$ 75.80	$ 3,032.00
10	Sidewalk, Driveway, and Parkway (T=6") (City of Yuma Std. 3-135)	6719	SF	$ 9.01 .	$ 60,538.19
11	Sidewalk Ramp (City of Yuma Std 3-145)	363	SF	$ 16.27 .	$ 5,906.01
12	Cross Gutter and Apron (City of Yuma Std 3-085, 3-090)	456	SF	$ 16.57	$ 7,555.92

Bid No.	Item Description	Estimated Quantities	Unit	Unit Price	Total
13	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-075)	8	EA	$ 719.75	$ 5,758.00
14	Adjust Ex Sewer Manhole with new Frame & Cover (City of Yuma Std 6-040)	5	EA	$ 1,760.60	$ 8,803.00
15	4" Diameter SDR-35 Sewer Service / Connect to Existing Sewer Service (City of Yuma Std 6-015)	4	EA	$ 9,899.50	$ 39,598.00
16	8" Diameter SDR-35 PVC Sewer Line	155	LF	$ 595.84	$ 92,355.20
17	10" Diameter SDR-35 PVC Sewer Line	5	LF	$ 4,539.00	$ 22,695.00
18	4' Dia. Polymer Concrete Manhole (City of Yuma Std 6-025)	1	EA	$ 180,677.00	$ 180,677.00
19	Storm Water Pollution Prevention Plan	1	LS	$ 11,921.00	$ 11,921.00
20	Maintenance and Protection of Traffic	1	LS	$ 33,075.00	$ 33,075.00
21	Construction Staking	1	LS	$ 28,958.00	$ 28,958.00
22	Dewatering (for Sanitary Sewermain and Manhole Replacement)	1	LS	$ 13,500.00	$ 13,500.00

TOTAL $ 1,371,947.00

5% CONTINGENCY SUBTOTAL $ 68,597.35

TOTAL ESTIMATED PROJECT COST $ 1,440,544.35

One Million Four Hundred Forty Thousand Five Hundred Forty Four Dollars and Thirty Five 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. Az ROC 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

e-mail: mkelland@gce-pc.com

By [Signature]: Marisol A Kelland

Name: Marisol A. Kelland

Title: President / CEO

Date: 6/22/2022

ATTEST:

Witness: [If Bidder is an Individual] 6/22/2022

[Signature] [Date]

Name and Title:

BID SURETY BOND

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements - Phase 2
(CDBG CONTRACT # 134-22)

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 Rancho Los Oros Roadway Improvements - Phase 2 (CDBG Contract # 134-22).

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	Western Surety Company
Principal Firm [Seal]	Surety Firm [Seal]
Marisol A Kelland	Melanie Ankeney
Principal Signature	Surety Signature
Marisol A. Kelland, President	Melanie Ankeney, Attorney-In-Fact
Name and Title	Name and Title

Constructors Bonding, Inc.
Agency of Record
7220 N. 16th Street, Building K
Phoenix, AZ 85020
Address
{NOTE: attach current power of attorney}

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

David J McKee, Ted H Rarrick, Melanie Ankeney, Jennifer Castillo, Patrick R Hedges, Joseph A Clarken III, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 19th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

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 31st day of May, 2022.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements - Phase 2
(CDBG CONTRACT # 134-22)

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:

Marie A Kelland
Signature of Bidder

President / CEO
Title

Gutierrez Canales Engineering, PC
Business Name

1851W. 24th Street, Suite 201
Address

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

Notary Public

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

My Commission Expires 10-08, 2023.

MARISELA PEYNADO
NOTARY PUBLIC - ARIZONA
YUMA COUNTY
COMMISSION # 571234
MY COMMISSION EXPIRES
OCTOBER 08, 2023

BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements - Phase 2
(CDBG CONTRACT # 134-22)

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.

	BIDDER, SUB CONTRACTOR AND/OR SUPPLIER	**CURRENT AZ LICENSE [SUB CONTRACTOR]**
1.	Quail Construction LLC	Az ROC 331707
2.	Dahl Robins & Associates, Inc.	Surveyors RLS
3.	Vulcan Materials	Asphalt Vendor
4.	BLT Companies	Concrete Vendor
5.	Ferguson Waterworks	Plumbing Supply

Recipient: City of San Luis Arizona Contract No.: CDBG # 134-22

Activity No.: _____ Activity Name: Rancho Los Oros 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**): Rancho Los Oros 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 # AZ20200021; 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:

PK 8

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*

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)):

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

PK 9

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)

NAME	ADDRESS	NATURE OF INTEREST
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)

NAME	ADDRESS	TRADE CLASSIFICATION
None		

5. I hereby certify that I have the legal authority to complete and submit this document on behalf of:
   a. Name of Contractor: Gutierrez Canales Engineering, PC
   b. Signature (**in ink**): Marisol A Kelland
   c. Typed or Printed Name: Marisol A. Kelland
   d. Title: President / CEO
   e. Date: 6/22/2022

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."

LS-2 (05/2016)

PK 10

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

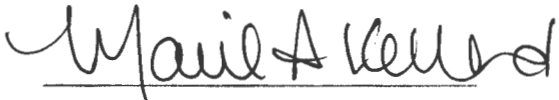
CERTIFICATIONS SIGNATURE FORM

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)



(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 into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at 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 or between January 1, 2015 and January 29, 2022, and the	. Executive Order 13658 generally applies to the contract.

contract is not renewed or extended on or after January 30, 2022:	. The contractor must pay all covered workers at least $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

---

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

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.

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

==========

END OF GENERAL DECISIO"

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 subcontractor 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	Marisol A. Kelland
Business/Contractor Name	Gutierrez Canales Engineering, PC
Project Name or Bid Number	Rancho Los Oros Improvements

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.

Marisol A Kelland — Signature

6/22/2022 — Date

Arizona Department of Housing

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	516	No	No	Hourly	N/A
Jimenez Valenzuela, Martin Cristobal	Other	Yes	0	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	430	No	No	Hourly	N/A
Duran Gallardo, Cornelio	Other	Yes	0	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	516	No	No	Hourly	N/A
Rendon, Julio	Other	Yes	516	No	No	Hourly	N/A
Stuckey, Nicolas	Other	Yes	120	No	No	Hourly	N/A
Gallardo, Alberto Duran	Other	Yes	0	No	No	Hourly	N/A

Arzola, Esteban Rios	Other	Yes	0	No	No	Hourly	N/A
Pimentel, Jared	Other	Yes	430	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	0	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	516	No	No	Hourly	N/A
Rodrigquez, Allan	Other	Yes	0	No	No	Hourly	N/A
Magana, Martin	Other	Yes	420	No	No	Hourly	N/A
Ruiz, Jose D. (Jr.)	Other	Yes	430	No	No	Hourly	N/A
Casares Sarinana, Alejandro	Other	Yes	300	No	No	Hourly	N/A
Arce, Joaquin Perez	Other	Yes	430	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	300	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	340	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 (S3B-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	Marisol A Kelland
Date	6/22/2022

Section 3 Worker Self-Certification Form (S3C-1A)

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.

Signature

6/22/2022
Date

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 Gutierrez Canales Engineering, PC

Employer Representative Name Marisol A. Kelland

Signature of Employer Representative Marisol A Kelland

Date 6/22/2022

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.

David A Kellard
Signature

6/22/2022
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 Gutierrez Canales Engineering, PC

Employer Representative Name Marisol A. Kelland

Signature of Employer Representative Marisol A Kelland

Date 6/22/2022

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*]

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:

Title	Number	Minimum Qualifications
N/A		

Training and apprenticeship positions that will be available:

Title	Number	Minimum Qualifications
N/A		

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	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:

√	
	Child care
	Transportation
	Clothing
	English as a second language
	Other:

Please indicate <u>office skills</u> that you have:

√	
	Typing. Words per minute:
	Filing
	Software programs (list):
	Other:
	Other:

Please indicate <u>construction skills</u> 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					

Arizona Department of Housing

Enter information only in green-shaded cells.

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
Dahl Robins & Associates	86-0874230	1560 S. 5th Avenue	Yuma, AZ 85364	Professional Servic	No	pending	$ 28,958
Quail Corporation	46-3071459	2991 S. Avenue 4E	Yuma, AZ 85364	Trade	No	pending	$ 33,075

0 $ 62,033

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:

- [x] **Corporation**
- [ ] **Partnership**
- [ ] **Individual**
- [ ] **Joint Venture**
- [ ] **Other**

1 How may years has your organization been in business as a general contractor?
20 Years

2. How many years has your organization been in business under its present business name?
20 Years

   a. Under what other or former names has your organization operated? None

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
~~Eva Scarff~~ 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
7220 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 & Tennent, 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-subsidiary):

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: Marisol 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

My commission expires: 10/08/2023

MARISELA PEYNADO
NOTARY PUBLIC - ARIZONA
YUMA COUNTY
COMMISSION # 571234
MY COMMISSION EXPIRES
OCTOBER 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

CONTENTS

	Pages
INDEPENDENT ACCOUNTANTS' REVIEW REPORT	1
BALANCE SHEETS	2
STATEMENTS OF INCOME AND RETAINED EARNINGS	3
STATEMENTS OF CASH FLOWS	4
NOTES TO FINANCIAL STATEMENTS	5 - 12
SUPPLEMENTARY INFORMATION	
SCHEDULE I - COMPLETED CONTRACTS December 31, 2021	13
SCHEDULE II - CONTRACTS IN PROGRESS December 31, 2021	14
SCHEDULE III - CONTRACTS IN PROGRESS December 31, 2020	15

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

ASSETS

	2021	2020
CURRENT ASSETS		
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)	515,518	20,438
TOTAL CURRENT ASSETS	2,588,335	2,270,238
PROPERTY AND EQUIPMENT		
Vehicles and equipment	4,108,148	3,410,045
Less accumulated depreciation	(1,205,902)	(864,820)
NET PROPERTY AND EQUIPMENT (Note A)	2,902,246	2,545,225
TOTAL ASSETS	$5,490,581	$4,815,463

LIABILITIES AND SHAREHOLDER'S EQUITY

	2021	2020
CURRENT LIABILITIES		
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)	74,266	74,298
TOTAL CURRENT LIABILITIES	894,949	801,171
LONG-TERM DEBT, net of current maturities (Note E)	357,476	427,100
TOTAL LIABILITIES	1,252,425	1,228,271
SHAREHOLDERS' EQUITY		
Common stock, No par value; 1,000,000 shares authorized, 1,000 shares issued and outstanding	500	500
Retained earnings	4,237,656	3,586,692
TOTAL SHAREHOLDER'S EQUITY	4,238,156	3,587,192
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	$5,490,581	$4,815,463

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
REVENUE	$11,427,829	$6,130,432
EXPENSES		
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
TOTAL EXPENSES	10,713,820	5,822,680
INCOME (LOSS) FROM OPERATION	714,009	307,752
OTHER INCOME (EXPENSE)		
Interest income	1,653	1,922
SBA PPP loan forgiveness	-	388,100
Gain on disposition of equipment	129,702	-
TOTAL OTHER INCOME	131,355	390,022
NET INCOME	845,364	697,774
RETAINED EARNINGS, beginning	3,586,692	3,095,612
Distributions	194,400	206,694
RETAINED EARNINGS, ending	$ 4,237,656	$ 3,586,692

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
CASH FLOWS FROM OPERATING ACTIVITIES		
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
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,133,997	966,088
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest earned on certificate of deposit	(1,653)	(1,519)
Purchase property and equipment	(698,103)	(995,040)
NET CASH(USED) BY INVESTING ACTIVITIES	(699,756)	(996,559)
CASH FLOW FROM FINANCING ACTIVITIES		
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)
NET CASH(USED) BY FINANCING ACTIVITIES	(264,056)	(251,257)
NET INCREASE(DECREASE)IN CASH	170,185	(281,728)
CASH - beginning	5,602	287,330
CASH - ending	$ 175,787	$ 5,602

See accompanying notes and
independent accountants' review report.

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.

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:

	Years
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.

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.

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.

NOTE B - CONTRACTS AND ACCOUNTS RECEIVABLE

Contracts and accounts receivable consist of:

	12/31/2021	12/31/2020
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	229,320	-
	$ 1,619,160	$ 1,967,981

NOTE C - CONTRACTS IN PROGRESS

Information relative to contracts in progress is as follows:

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

Included in the accompanying balance sheets under the following captions:

	2021	2020
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	(356,421)	(452,576)
	$ 159,097	$(432,138)

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

Maturities of long-term debt are as follows:

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

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:

Year Ending December 31,	Amount
2021	$121,620
2022	121,620
Total	$243,240

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

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.

SUPPLEMENTARY INFORMATION

Gutierrez Canales, Engineering, P.C.

SCHEDULE I - COMPLETED CONTRACTS

Year Ended December 31, 2021

Contract Number	Contract Name	Contract as Amended	Original Estimated Cost	Total Cost	Gross Profit
20C-0003	Shay Oil#1 San Luis - Recycling	$ 38,825	$ 27,245	$ 7,609	$ 31,216
20C-0005	Baptist Church Shade Structure	19,858	16,482	21,344	(1,486)
20C-0010	Ave 7E & Nicole Dr Patchas	5,705	4,735	2,994	2,711
20C-0021	Downtown Raised Crosswalk & Spot Drainage Improvements	92,035	76,389	94,435	(2,400)
20C-0027	ALE Hawkeye - USMC	117,000	97,110	84,039	32,961
20C-0036	YPG Dried Sludge Removal	587,500	487,625	472,557	114,943
20C-0045	Rocky Mountain Communications Paving	41,281	34,264	22,183	19,098
20C-0009	Upgrade Sewage Lagoon for KFR, YPG	1,910,730	1,585,906	1,247,207	663,523
20C-0019	Catalina Drive & Palo Verde St. Pavement	893,552	741,648	918,962	(25,410)
20C-0025	Magrino Ind. Park Unit No. 3 Base Phase	553,759	512,628	379,154	174,605
21C-0001	MCAS Portable Communication Shelter	143,116	109,702	89,415	53,701
21C-003	Manufactured Homes Removal	27,400	13,770	12,782	14,618
21C-0012	Rose Runway and Residence Entrance Road	532,953	305,740	462,493	70,460
21C-0014	Boyd Residence Road	81,297	56,908	71,980	9,317
21C-0024	CBP Light Pole Base Demolition	11,964	9,930	5,851	6,113
21C-0030	1st Ave Waterline Replacement Court Street	217,315	109,568	197,614	19,701
21C-0033	Chocolate Mountain Gunnery Range Excavat	19,539	15,240	8,192	11,347
21C-0035	Arizona Grain Concrete Work	49,847	41,340	32,704	17,143
21C-0051	Sun Graphic AC Innovations	27,662	18,046	22,688	4,974
21C-0052	MCAS Apron 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	Quechan Road Maintenance Services	335,364	134,271	203,090	132,274
21C-0069	Coyote Wash Sewer System Exploration	7,385	6,231	3,574	3,811
21C-0071	40E & Hwy 80 Railroad Crossing Median	14,642	9,224	10,065	4,577
21C-0077	MCAS Humvee Clean Up-WEI	5,110	3,730	460	4,650
21C-0084	COS-Somerton AC Patch Corner of Musgrove	7,646	5,352	1,461	6,185
21C-0094	Dan Tarlecki Lot Grub Ave B	46,710	29,427	32,981	13,729
21C-0095	Harvest Pre Exploratory Excavation	1,924	1,347	396	1,528
		$ 5,820,340	$ 4,475,322	$ 4,417,744	$ 1,402,596

See independent accountants' review report.

Gutierrez Canales Engineering, PC

SCHEDULE II - CONTRACTS IN PROGRESS

Year Ended December 31, 2021

Description	Contract	Estimated Cost	Estimated Gross Profit	Revenue Earned	Cost	Progress Billings	(Over) Under Billed
South Somerton Area Drainage Improvement (21C-0002)	$ 3,995,296	$ 3,817,036	$ 178,260	$ 2,674,452	$ 2,555,125	$ 2,305,592	$ 368,860
Coyote Wash Channelization Project (21C-0020)	1,488,536	1,461,282	1,254	1,444,846	1,443,707	1,380,595	64,351
Sunset CHC Fleet Center (21C-0027)	494,008	444,607	49,401	459,330	413,397	494,008	(34,678)
Adair Memorial Park Archery Range Remodel (20E-0035)	242,737	152,924	89,813	193,944	122,185	231,436	(37,492)
Gadsden Park ADA Improvements (21C-0055)	162,878	130,350	31,928	84,538	27,742	102,131	(67,594)
40E & Hwy 80 Railroad Crossing Median (21C-0071)	14,642	9,224	5,418	14,526	9,181	14,641	(115)
COY AE Ave Paving/ Palo Verde to Cty Club (21C-0063)	969,169	610,576	358,593	186,892	213,962	98,704	82,188
Quechan Road Maintenance Services (21C-0066)	333,452	210,075	123,377	167,756	105,686	335,364	(167,608)
Take 5 Oil Change (21C-0072)	262,951	189,387	73,564	58,666	42,254	98,423	(39,756)
YPG Bldg. 3017 Fire Suppression System (21C-0041)	481,597	313,038	168,559	119	77	-	119
YPG Install Electric Circuit Bldg 3185 (21C-0085)	3,000	1,890	1,110	717	451	1,500	(783)
Dan Terlecki Lot Grub-Avenue B (21C-0094)	46,710	29,427	17,283	39,674	24,995	46,710	(7,036)
Harvest Pre Exploratory Excavation (21C-0095)	1,924	1,347	577	565	356	1,924	(1,359)
	$ 8,470,300	$ 7,371,164	$ 1,099,136	$ $ 5,270,124	$ 4,859,120	$ 5,111,027	$ 159,097

See independent accountants' review report.

Gutierrez Canales Engineering, PC

SCHEDULE III - CONTRACTS IN PROGRESS

Year Ended December 31, 2020

Description	Contract	Estimated Cost	Estimated Gross Profit	Revenue Earned	Cost	Progress Billings	(Over) Under Billed
20C-0003 - Shay Oil#1 San Luis - Recycling - Completed	$ 32,825	$ 27,245	$ 5,580	$ 13,705	$ 11,375	$ 32,825	$ (19,120)
20C-0005 - Baptist Church Shade Structure-Completed	19,858	16,482	3,376	29,908	24,824	19,858	10,050
20C-010 Ave 7E & Nicole 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	94,284	78,256	92,035	2,250
20C-0027 - ALZ Hawkeye - USMC-Completed	117,000	97,110	19,890	110,292	91,543	117,000	(6,708)
20C-0036 - YPG Dried Sludge Removal	587,500	487,625	99,875	220,046	182,638	587,500	(367,454)
20C-0049 - Rooky Mountain Communications Paving-Completed	41,281	34,264	7,018	3,531	2,930	21,663	(18,132)
19C-C032 - 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, YPG	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-0025 - Magrino Ind. Park Unit No. 3 Base Phase	617,624	512,628	104,996	36,500	30,295	31,019	5,482
	$ 6,221,375	$ 5,163,741	$ 1,057,634	$ 1,376,303	$ 1,142,331	$ 1,808,442	$ (432,138)

See independent accountants' review report.

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 Heath 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**

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 32nd Street Interchange. Construction Cost: $4.5M

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**

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**

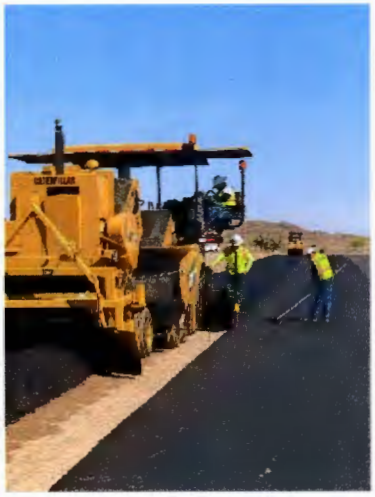
MCAS YUMA REPAIRS TO THOMAS, SHAW, ORDNANCE & RANGE ROADS | YUMA, AZ
This project consisted of the design and repair of four separate roadways that were at various stages of deterioration located at MCAS Yuma: Shaw Avenue, Thomas Avenue, Missile Ordnance Road and Range Road. Mr. Angulo served as a foreman 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**

PROJECT #1

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.

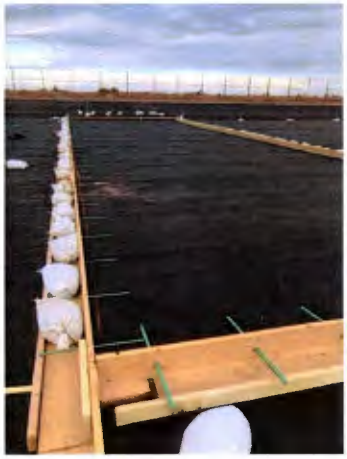
The construction area was very primitive and required design to ensure appropriate drainage and grading was incorporated. GCE was uniquely qualified to Design-Build this new active runway since the owner, Marisol Kelland, is a licensed engineer with significant experience in airfield paving projects. 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.

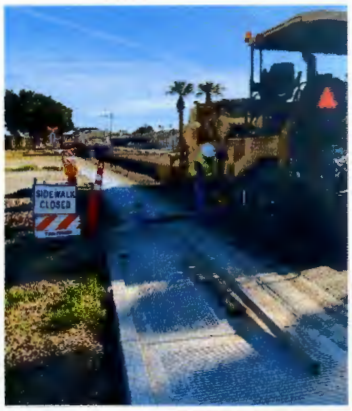
GCE also constructed the south access road necessary to provide unimpeded access around the lagoons after construction of the lagoon foundation and slopes.

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/ **Phone:** (928) 920-4963

PROJECT #3

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/ **Phone:** (928)257-8003

AGREEMENT

Construction Contract CDBG #134-22
Rancho Los Oros Phase II Improvements Project

THIS AGREEMENT made this 13th day of July, 2022, between the City of San Luis, Arizona a municipal corporation of the State of Arizona ("CITY"), and DPE Construction, Inc., authorized to do business in the State of Arizona ("CONTRACTOR"). CONTRACTOR and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid to Contractor by said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provide, hereby agrees, Contract, heirs, executors, administrators, successors and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as **Rancho Los Oros Phase II Improvement Project CDBG 134-22** and construct the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City under the direction of the Economic Development Manager, or properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared for the City of San Luis and with such written modifications of the same and other documents that may be made by the City through Economic Development Manager or properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Notice Inviting Bids, Bid Schedule, Project Plans and Specifications, General Conditions, Special Conditions, Addenda, Contractor Bid Proposal, Certificates of Insurance, Bid Security Bond, License and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full. This contract shall be subject to the Public Works Standards of the City of San Luis as adopted by Ordinance No. 359 and administered in accordance therewith. Special reference is made to the provisions for liquidated damages for failure to complete on time which shall apply to the work under this contract. In the event there is a conflict between the administration provisions of the Public Works Standards of the City of San Luis and the Notice Inviting Bids, Project Plans and Specifications, Addenda and Contractor Bid Proposal, hereinafter referred to collectively as "Project Documents", the Project Documents shall govern.

ARTICLE III – TIME OF COMPLETION: The Contractor hereby agrees to commence work on or before the tenth (10th) day after written notice to do so, and to fully complete the same within **120** calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided amendments to the contract.

ARTICLE IV – COMPENSATION: Contractor shall be paid, pursuant to provisions as set forth in the Contract Documents, the total sum of $1,191,750 Dollars and 00 Cents ($1,191,750.00), plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Plans, Specifications and Contract Documents. Retention shall be in accordance with A.R.S. § 34-221.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any

extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI – AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the City of San Luis City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII – NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 1010-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contract shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV – Compensation above. As independent contractor, the Contractor further acknowledges that Contractor is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that Contractor will conduct itself in a manner consistent with such status, and that the Contractor will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX – CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARITCLE X – OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the Contractor's site inspection. No payment will be for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees or any of the Contractor's subcontractors. In the evet that the Contractor or within the Contractor's control then the

Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI – MISCELLANEOUS:

A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of the Agreement.

B. The parties hereto expressly covenant and agree that in the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts relate to the project, which is the subject of this Agreement.

C. Any notices to be given by either party after award of the project must be in writing, and personally delivered or emailed to the addresses:

Jenny Torres
San Luis Economic Development Manager
1090 E. Union Street (if personally delivered)
POB 1170 (if mailed)
San Luis, AZ 85349
jtorres@sanluisaz.gov

D. This Agreement shall be construed under the laws of the State of Arizona.

E. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall superseded any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

F. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

G. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or medication thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

H. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control.

I. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of the termination under this paragraph.

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

K. Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.

L. Venue: The parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

M. Waiver: If either party fails to require the other party to perform any provision of this Agreement that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.

N. Severability: If any terms, parts or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts or provisions are nevertheless valid and enforceable.

O. Integration: This Agreement contains the entire agreement between the parties, and no oral or written statements, promises or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.

P. No partnership: Nothing in the Agreement constitutes a partnership or joint venture between the parties, and neither party is the principal or agent of the other.

Q. Compliance with Law: The Contractor must comply with all federal, state and local laws and ordinances applicable to its performance under this contract. The Contractor will comply with the Americans with Disabilities Act (ADA) and will indemnify the City for any costs, including but not limited to, damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the ADA. The Contractor will not discriminate against any person on the basis of violation of the ADA. The Contractor will not discriminate against any person on the basis of race, religion, color, age, sex or national origin in the performance of this Contract and must

comply with the terms of Tittle VII of the Civil Rights Act of 1964, P.L. 88-354 (1964). In addition, the CONTRACTOR must include similar requirements of subcontractors in any contracts entered into for performance of the CONTRACTOR's obligations under this Contract. The CONTRACTOR agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. In addition, the CONTRACTOR must include similar requirements of all subcontractors in contracts entered for performance of the CONTRACTOR's obligations under this Contract.

R. Time is of the Essence: Time is of the essence in this Contract. Unless otherwise specifically provided, any consent to delay in the CONTRACTOR's performance of its obligation is applicable only to the transaction to which it relates and is not applicable to any other obligation or transaction.

S. CONFLICT OF INTEREST. This contract is subject to the Conflict of Interest provisions of the Arizona Revised Statutes §38-511, as amended.

T. NOTIFICATIONS Written notice of a change of address of either party must be given in writing to the other party. Notice of change of address is deemed effective 5 days after mailing by the party changing address.

U. The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy or policies of liability insurance with the following coverage:

1) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury, broad form contractual liability, and XCU coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Legal Liability (Damage to Rented Premises)	$100,000

The policy shall be endorsed to include the following additional insured language:

"The City of San Luis shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional."

2) Profession Liability (Errors and Omission Liability)

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of

this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

3) Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired and/or non-owned vehicles used in the performance of this Contract

Combined Single Limit (CSL) $1,000,000

(b) City and Professional waive all rights against each other and their director, officers, partners, commissioners, officials, agents, sub-contractors and employees for damages covered by property insurance during and after completion of the Services.

(c) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

(d) Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by A.R.S. 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

(e) Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

(f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of San Luis Risk Management Division. All insurance is to placed with an insurer admitted in the state in which operations are taking place.

(g) Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

IN WITNESS WHEREOF, have been duly executed by the parties herein above named, on the date and year first above written.

ATTEST:

Witness, if Contractor is an Individual

(Authorized Signature)

By: _____
(Printed Name)

Title: _____

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

City of San Luis
Budget Adjustment Form

Reason for Budget Adjustment:

A budget adjusment is needed to cover expenses for Rancho los Oros project.

Account Number	Account Name	Amended Budget FY 22/23	Budget to be revised (Add to)	Budget to be decreased (taken from)	Available Balance Budget FY 22/23
255-210-90010.220	Capital Outlay-Improvement Roads CDBG 113-20 Rancho los Oros	1,047,240.00	180,930.00		1,228,170.00
255-021-90052.228	Capital Outaly-ARPA Revenue Loss Water Infrastructure	4,793,161.00		180,930.00	4,612,231.00
					-
					-
					-
					-
					-
					-
					-
					-
Total			180,930.00	180,930.00	

Department Head _____ Date 6/28/22

City Manager _____ Date _____

Finance Department _____ Date _____

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. B.**

Meeting Date: 07/13/2022

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

Submitted By: Jenny Torres, Economic Development Manager, Administration, Economic Development

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the award of a construction contract to DPE Construction, Inc. for the Mesa Street Phase I improvement project (CDBG 119-22). **(Jenny Torres, Economic Development Manager)**

SUMMARY:

The Arizona Department of Housing (ADOH) awarded the City of San Luis a Community Development Block Grant (CDBG) from their regional account in the amount of $626,215.00 for the Mesa Street improvement project. The work consists of but is not limited to the installation of Keystone retaining walls with slope stabilizing fill and rock, removal of existing pavement, approximately 5,795 square yards of new 3”AC/8”ABC pavement, 3,082 lineal feet of vertical curb and gutter, concrete sidewalk, sidewalk ramps, driveways, and cross gutters, installation of 237 linear feet of 24” storm drain pipe, manholes, and catch basins. The project also includes adjusting existing water valves and sewer manholes with new frames and covers, pavement marking and signing, and other work incidental to the project.

The City received two construction bids from DPE Construction, Inc. and Gutierrez Canales Engineering, PC., for the construction of the proposed project. DPE Construction Inc. was selected competitively by sealed bids and was deemed the lowest bidder to be qualified and capable of performing the contract.

Staff is requesting Council to approve the construction contract to DPE Construction Inc. in the amount of $2,097,900.00.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONSTRUCTION CONTRACT TO DPE CONSTRUCTION, INC. IN THE AMOUNT OF $2,097,900.00, AND BUDGET TRANSFER AS PRESENTED IN THIS AGENDA ITEM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	State/City
TOTAL:	$2,097,900.00
BUDGETED AMOUNT:	$1,587,160.00

AVAILABLE AMOUNT TO TRANSFER: YES

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Capital Outlays, CIP 200-210-90010.227, remaining funds $1,587,160.00

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

The City allocated $1,587,160.00 in the capital outlays for the construction and construction administration of the project. The City awarded a construction administration contract to James Davey in the amount of $91,140.00 and the construction bid is $2,097,900.00 for a total of $2,189,040.00. In order to proceed, the staff is requesting a transfer of $186,898.00 from the capital outlays account 200-210-90010 for Mesa Street Phase II and $414,982.00 from the capital outlays account for 255-021-90052.228 to account 255-210-90010.227 in order to complete the project.

Attachments

Mesa Street Map

Mesa Street Bid Evaluation

DPE Construction Agreement

Budget Adjustment Form

MESA STREET IMPROVEMENT PROJECT
Project Limits

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

				Bidder No. 1		Bidder No. 2	
				DPE Construction, Inc.		Gutierrez Canales Engineering, PC	
Bid Item	Item Description	Estimated Quantities	Unit	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 Thermoplactic 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
			TOTAL =		**$1,998,000.00**		**$2,235,491.60**
			5% CONTINGENCY SUBTOTAL =		**$99,900.00**		**$111,774.58**
			TOTAL ESTIMATED PROJECT COST =		**$2,097,900.00**		**$2,347,266.18**

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. No.: 1
1636-A E. 20th Street
Yuma, Arizona, 85365

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.

BIDDING DOCUMENT	REQUIREMENT	REMARKS
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)

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.

Item No.	*Item Description*	*Estimated Quantities*	*Unit*	*Unit Price*	*Total*
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
3	Remove Existing Concrete Sidewalk and Flatwork (Any Type)	433	SY	$11.00	$ 4,763.00
4	Remove Debris and Concrete Rumble for Retaining Wall/Roadway Construction	1	LS	$17,000.00	$ 17,000.00
5	Remove Existing Tree/Palm Tree (Any Type, Any Size)	1	LS	$33,000.00	$ 33,000.00
6	Remove and Salvage Existing Road Closed Barricades	1	LS	$ 2,500.00	$2,500.00
7	Remove and Salvage Existing Street Sign (Any Type)	4	EA	$ 138.00	$ 552.00
8	Remove and Relocate Existing Street Sign (Any Type, Match Existing)	4	EA	$ 200.00	$ 800.00
9	Remove and Relocate Existing Chain Link (Match Existing)	344	LF	$62.00	$ 21,328.00
10	Remove and Replace CMU/Mexican Brick Wall (Match Existing)	49	LF	$ 190.00	$9,310.00
11	Remove and Replace CMU/Mexican Brick Wall With Wrought Iron Fence (Match Existing)	39	LF	$ 625.00	$24,375.00
12	Pavement Structural Section No. 1 (3" AC / 8" ABC)	5795	SY	$ 58.00	$336,110.00
13	Import Fill and Grading for Retaining Wall Embankment	1	LS	$440,000.00	$ 440,000.00
14	3" Rock Slope Stabilizer (T=12")	2332	SY	$35.00	$ 81,620.00
15	Vertical Curb and Gutter (City of Yuma Std. No. 3-060)	3082	LF	$ 18.00	$55,476.00
16	Cross Gutter (City of Yuma Std. No. 3-085, 3-090)	1237	SF	$ 7.00	$8,659.00
17	Driveway and Parkway (City of Yuma Std. No. 3-105, T=6")	4018	SF	$10.00	$ 40,180.00
18	Sidewalk (City of Yuma Std. No. 3-135)	8970	SF	$ 6.00	$53,820.00
19	Sidewalk Ramp (City of Yuma Std 3-145)	778	SF	$10.00	$ 7,780.00

Item No.	Item Description	Estimated Quantities	Unit	Unit Price	Total
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
22	KeyStone Retaining Wall	1	LS	$432,073.00	$432,073.00
23	Steel Tube Fence (Sheet D-1, Detail 2)	296	LF	$350.00	$103,600.00
24	Guard Rail (W-Beam With Steel Post, ADOT Std. No. 10.04)	65	LF	$165.00	$ 10,725.00
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
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
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
28	Survey Monument (City of Yuma Std. No. 4-030)	6	EA	$850.00	$ 5,100.00
29	Catch Basin Type F Triple (City of Yuma Std. 11-030)	3	EA	$10,500.00	$ 31,500.00
30	24" Dia. SDR-35 Stormdrain	237	LF	$260.00	$ 61,620.00
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
39	Pavement Marking, 6" Solid White Thermoplastic (6SW)	147	LF	$3.00	$ 441.00
40	Pavement Marking, Straight Arrow Thermoplastic White	2	EA	$ 300.00	$600.00

Item No.	Item Description	Estimated Quantities	Unit	Unit Price	Total
41	Street Light 2.5" Electrical Conduit With Pull Tape	964	LF	$ 30.00	$ 28,920.00
42	Street Light Junction/Pull Box (Junction/Pull Box Supplied by APS)	9	EA	$ 500.00	$ 4,500.00
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.

DPE Construction, Inc.	Western Surety Company
Principal Firm [Seal]	Surety Firm [Seal]
Principal Signature	Surety Signature
Esteban Hernandez	Gregory P. Griffith, Attorney-in-fact
Name and Title Estimator	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, 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 NOTARY PUBLIC SOUTH DAKOTA

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, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis
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.

Malia Remi Jones
Notary Public

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

My Commission Expires Jan 25, 2026.

MALIA REMI JONES
Notary Public - Arizona
Yuma County
Commission # 618320
My Comm. 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:

PK 8

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)):

NAME	TITLE	ADDRESS
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

PK 9

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)

NAME	ADDRESS	NATURE OF INTEREST
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)

NAME	ADDRESS	TRADE CLASSIFICATION
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 into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at 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 or between January 1, 2015 and January 29, 2022, and the	. Executive Order 13658 generally applies to the contract.

contract is not renewed or extended on or after January 30, 2022:	. The contractor must pay all covered workers at least $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

---

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

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.

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.

==========

END OF GENERAL DECISIO"

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 subcontractor 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 of suspension.

Signature _____ Date 06-22-2022

Arizona Department of Housing

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	DPE Construction, Inc.	
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)
Santiago Godinez	Supervisor	Yes	40 hrs week	No	No	Hourly	
Isidro Dominguez	Other	Yes	40 hrs week	No	No	Hourly	
Ignacio Valle	Other	Yes	40 hrs week	No	No	Hourly	
Ismael Melledres	Other	Yes	40 hrs week	No	No	Hourly	
Adrian Lopez	Other	Yes	40 hrs week	No	No	Hourly	
Eloy Munoz	Supervisor	Yes	40 hrs week	No	No	Hourly	
Govian Beltran	Other	Yes	40 hrs week	No	No	Hourly	
Eduardo Lopez	Other	Yes	40 hrs week	No	No	Hourly	
Manuel Melon	Journey Person	Yes	40 hrs week	No	No	Hourly	
Renaldo Ortega	Other	Yes	40 hrs week	No	No	Hourly	
Rafael Ordas	Other	Yes	40 hrs week	No	No	Hourly	
Jerman Duarte	Supervisor	Yes	40 hrs week	No	No	Hourly	
David Contreras	Other	Yes	40 hrs week	No	No	Hourly	
Oscar Martinez	Other	Yes	40 hrs week	No	No	Hourly	
Manuel Alcala	Journey Person	Yes	40 hrs week	No	No	Hourly	
Willlam Prenco	Other	Yes	40 hrs week	No	No	Hourly	
Jorge De La Cruz	Other	Yes	40 hrs week	No	No	Hourly	
Rafael Monjondine	Other	Yes	40 hrs week	No	No	Hourly	

0

PK 32

Section 3 Business Self-Certification Form (S3B-3)

WE ARE NOT A SECTION 3 BUSINESS

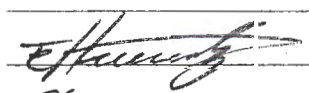
A Section 3 Business shall certify and provide evidence the business is a Section 3 Business as defined in Section 24 CRF 75.

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 Self-Certification Form (S3C-1A)

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.

N/A
Signature

N/A
Date

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
Signature

N/A
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*]

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:

Title	Number	Minimum Qualifications

Training and apprenticeship positions that will be available:

Title	Number	Minimum Qualifications

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:

√	
	Child care
	Transportation
	Clothing
	English as a second language
	Other:

Please indicate office skills that you have:

√	
	Typing. Words per minute:
	Filing
	Software programs (list):
	Other:
	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

Arizona Department of Housing

N/A

Enter information only in green-shaded cells.

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

Subcontractor Name N/A	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

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:

- [X] **Corporation**
- [ ] **Partnership**
- [ ] **Individual**
- [ ] **Joint Venture**
- [ ] **Other**

1. How may 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-subsidiary):

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

MALIA REMI JONES
Notary Public - Arizona
Yuma County
Commission # 618320
My Comm. Expires Jan 25, 2026

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

	DPE
ASSETS	
CURRENT ASSETS	
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	
TOTAL CURRENT ASSETS	$ 4,414,683.76
FIXED ASSETS	
Equipment	$ 10,816,023.68
Accumulated Depreciation	$ (8,228,998.93)
Work In Progress	$ 368,196.00
Prepaid Loan Fees	
TOTAL FIXED ASSETS	$ 2,955,220.75
OTHER ASSETS	
Other Receivables	
Loan Receivable-Peterson	$ 809,393.16
Advances to Shareholder	
Deposits	
Goodwill	
Accumulated Amortization	
TOTAL OTHER ASSETS	$ 809,393.16

Confidential for internal use only

	DPE
TOTAL ASSETS	**$ 8,179,297.67**
LIABILITIES AND EQUITY	
CURRENT LIABILITIES	
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	
TOTAL CURRENT LIABILITIES	$ 2,383,399.51
LONG TERM LIABILITIES	
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	$ -
TOTAL LONG TERM LIABILITIES	$ 1,499,272.88
STOCKHOLDER'S EQUITY	
Common Stock	$ 5,000.00
Additional Paid In Capital	
Shareholder's Draw	
Retained Earnings	$ 4,110,605.00

Confidential for internal use only

	DPE
Intercompany Account	$ (595,473.96)
Current Earnings	$ 776,494.24
LIABILITIES AND EQUITY	**$ 8,179,297.67**

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

		DPE
GROSS INCOME		
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
TOTAL GROSS INCOME	**$**	**6,908,132.44**
DIRECT EXPENSES		
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		
TOTAL DIRECT EXPENSES	**$**	**4,863,408.87**

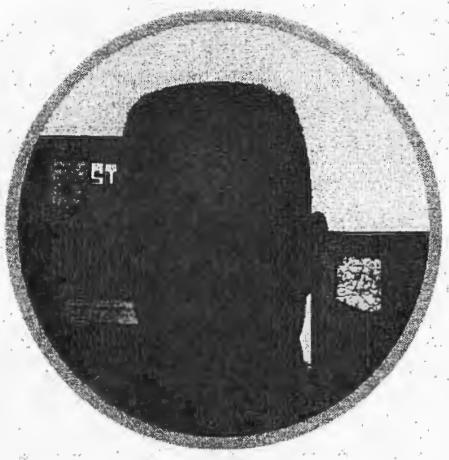
Confidential for internal use only

		DPE
GROSS MARGIN	**$**	**2,044,723.57**
INDIRECT EXPENSES		
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	$	-

Confidential for internal use only

	DPE
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)
TOTAL OPERATING EXPENSES	**$ 1,268,229.33**
NET INCOME (With Depreciation Expense)	**$ 776,494.24**
Depreciation Add Back	$ 162,392.13
NET INCOME BEFORE DEPRECIATION	**$ 938,886.37**

Confidential for internal use only



DPE Construction, Inc.
1636-A E. 20th Street, Yuma, Arizona 85365

James G. Allen

Vice President

Years with firm: Twenty-Eight (28)

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
Procore
Project Mates

LICENSES

General Engineering (A) ROC 275767

WORK EXPERIENCE

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

Vice President responsible for oversite 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

Yuma County- 8th 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- 4th 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

DPE Construction, Inc.
1636-A E. 20th 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. 20th 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. 20th 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 24th St- 32nd 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. 20th 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 oversite 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- 8th 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- 4th 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. 20th Street, Yuma, Arizona 85365

Jerman Duarte

Paving Superintendent

Years with firm: Nine (9)

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

WORK EXPERIENCE

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

Paving superintendent responsible for oversite 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 24th to 32nd Street Mill and Pave
Yuma County- 8th 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- 4th Ave Extension
City of Yuma- Pacific Avenue Athletic Complex (PAAC)
Private-various subdivisions, roadways within Yuma County

EDUCATION

Yuma High School
2003 –Graduate

DPE Construction, Inc.
1636-A E. 20th Street, Yuma, Arizona 85365

Eloy Munoz
Grading Superintendent

Years with firm: Twelve (12)

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

WORK EXPERIENCE

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

Grading superintendent responsible for oversite 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

Arizona State Veteran Home-Yuma
City of San Luis- Merrill Ave Reconstruction
Yuma County- Ave A and County 15th 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

DPE Construction, Inc.
1636-A E. 20th Street, Yuma, Arizona 85365

Manny Martin
Grading Superintendent

Years with firm: One (1)

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

WORK EXPERIENCE

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

Grading superintendent responsible for oversite 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

Exceptional Healthcare-Yuma

Four Little Devils Farm Improvements

Circle K- Araby Rd Yuma, AZ

City of Somerton- Cesar Chavez Reconstruction

Yuma County- Ave B & 32nd 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

DPE Construction, Inc.
1636-A E. 20th 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 24th St to 32nd 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
Ceasr 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 No.: 2
1851 W 24th Street, Suite 201
Yuma, Arizona, 85364

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.

BIDDING DOCUMENT	REQUIREMENT	REMARKS
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
Addendum #1	5/26/2022	Addendum #2	6/14/2022

(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: Gutierrez Canales Engineering, PC

Item No.	Item Description	Estimated Quantities	Unit	Unit Price	Total
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

Item No.	Item Description	Estimated Quantities	Unit	Unit Price	Total
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	Western Surety Company
Principal Firm [Seal]	Surety Firm [Seal]
Marisol A Kelland	Melanie Ankeney
Principal Signature	Surety Signature
Marisol A. Kelland, President	Melanie Ankeney, Attorney-In-Fact
Name and Title	Name and Title

Constructors Bonding, Inc.
Agency of Record

7220 N. 16th Street, Building K
Phoenix, AZ 85020
Address

{NOTE: attach current power of attorney}

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

David J McKee, Ted H Rarrick, Melanie Ankeney, Jennifer Castillo, Patrick R Hedges, Joseph A Clarken III, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 19th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

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 31st day of May, 2022.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee 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:

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.

Notary Public

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

My Commission Expires 10-08, 2023.

MARISELA PEYNADO
NOTARY PUBLIC - ARIZONA
YUMA COUNTY
COMMISSION # 571234
MY COMMISSION EXPIRES
OCTOBER 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.

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

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:

PK 8

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*

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)):

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

PK 9

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)

NAME	ADDRESS	NATURE OF INTEREST
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)

NAME	ADDRESS	TRADE CLASSIFICATION
None		

5. I hereby certify that I have the legal authority to complete and submit this document on behalf of:
   a. Name of Contractor: Gutierrez Canales Engineering, PC
   b. Signature (in ink): Marisol A Kelland
   c. Typed or Printed Name: Marisol A. Kelland
   d. Title: President / CEO
   e. Date: 6/22/2022

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."

LS-2 (05/2016)

PK 10

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.

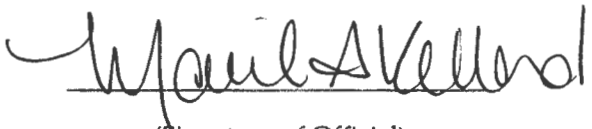
CERTIFICATIONS SIGNATURE FORM

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)



(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 into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at 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 or between January 1, 2015 and January 29, 2022, and the	. Executive Order 13658 generally applies to the contract.

contract is not renewed or extended on or after January 30, 2022:	. The contractor must pay all covered workers at least $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

---

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

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.

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

==========

END OF GENERAL DECISIO"

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 subcontractor 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	Marisol A. Kelland
Business/Contractor Name	Gutierrez Canales Engineering, PC
Project Name or Bid Number	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.**

Marisol A Kelland
Signature

6/22/2022
Date

Arizona Department of Housing

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
Rodrigquez, 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 (SBS 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 (SEC 3A)

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.

Signature

6/22/2022
Date

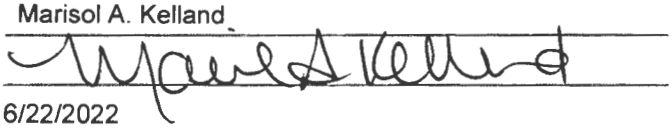
Section 3 Worker Employer Certification Form (§36 CFR 75)

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

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.

Maria Alcala

Signature

6/22/2022

Date

Targeted Section 3 Worker Employer Certification for 24 CFR 75

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 Marisol A Kelland

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:

Title	Number	Minimum Qualifications
N/A		

Training and apprenticeship positions that will be available:

Title	Number	Minimum Qualifications
N/A		

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 SBF 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:

√	
	Child care
	Transportation
	Clothing
	English as a second language
	Other:

Please indicate <u>office skills</u> that you have:

√	
	Typing. Words per minute:
	Filing
	Software programs (list):
	Other:
	Other:

Please indicate <u>construction skills</u> 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					

Arizona Department of Housing

Enter information only in green-shaded cells.

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
Wright Choice Consulting	554-67-3518	3760 Vista Campana S. #25	Oceanside, CA 92057	Trade	No	pending	$ 421,275
O&M Electrical Services, Inc.	27-5561468	983 S. 3rd Avenue	Yuma, AZ 85364	Trade	No	pending	$ 63,216
Quail Corporation	46-3071459	2991 S. Avenue 4E	Yuma, AZ 85365	Trade	No	pending	$ 35,977
Safeline, LLC.	38-3720938	PO BOX 6906	Yuma, AZ 85364	Trade	No	pending	$ 14,146
Southwest Steel & Supply Co.	86-0196680	1300 W. 9th Street	Yuma, AZ 85364	Trade	No	pending	$ 105,491
Dahl Robins & Associates	86-0874230	1560 S. 5th Avenue	Yuma, AZ 85364	Professional Servic	No	pending	$ 56,513

0 $ 696,618

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 may 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
~~Eve Scarff~~ 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 & Tennent, 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-subsidiary):

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: Marisol 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

My commission expires: 10/08/2023

MARISELA PEYNADO
NOTARY PUBLIC - ARIZONA
YUMA COUNTY
COMMISSION # 571234
MY COMMISSION EXPIRES
OCTOBER 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

CONTENTS

	Pages
INDEPENDENT ACCOUNTANTS' REVIEW REPORT	1
BALANCE SHEETS	2
STATEMENTS OF INCOME AND RETAINED EARNINGS	3
STATEMENTS OF CASH FLOWS	4
NOTES TO FINANCIAL STATEMENTS	5 - 12
SUPPLEMENTARY INFORMATION	
SCHEDULE I - COMPLETED CONTRACTS December 31, 2021	13
SCHEDULE II - CONTRACTS IN PROGRESS December 31, 2021	14
SCHEDULE III - CONTRACTS IN PROGRESS December 31, 2020	15

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

ASSETS

	2021	2020
CURRENT ASSETS		
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)	515,518	20,438
TOTAL CURRENT ASSETS	2,588,335	2,270,238
PROPERTY AND EQUIPMENT		
Vehicles and equipment	4,108,148	3,410,045
Less accumulated depreciation	(1,205,902)	(864,820)
NET PROPERTY AND EQUIPMENT (Note A)	2,902,246	2,545,225
TOTAL ASSETS	$5,490,581	$4,815,463

LIABILITIES AND SHAREHOLDER'S EQUITY

	2021	2020
CURRENT LIABILITIES		
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)	74,266	74,298
TOTAL CURRENT LIABILITIES	894,949	801,171
LONG-TERM DEBT, net of current maturities (Note E)	357,476	427,100
TOTAL LIABILITIES	1,252,425	1,228,271
SHAREHOLDERS' EQUITY		
Common stock, No par value; 1,000,000 shares authorized, 1,000 shares issued and outstanding	500	500
Retained earnings	4,237,656	3,586,692
TOTAL SHAREHOLDER'S EQUITY	4,238,156	3,587,192
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	$5,490,581	$4,815,463

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
REVENUE	$11,427,829	$6,130,432
EXPENSES		
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
TOTAL EXPENSES	10,713,820	5,822,680
INCOME (LOSS) FROM OPERATION	714,009	307,752
OTHER INCOME (EXPENSE)		
Interest income	1,653	1,922
SBA PPP loan forgiveness	-	388,100
Gain on disposition of equipment	129,702	-
TOTAL OTHER INCOME	131,355	390,022
NET INCOME	845,364	697,774
RETAINED EARNINGS, beginning	3,586,692	3,095,612
Distributions	194,400	206,694
RETAINED EARNINGS, ending	$ 4,237,656	$ 3,586,692

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
CASH FLOWS FROM OPERATING ACTIVITIES		
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
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,133,997	966,088
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest earned on certificate of deposit	(1,653)	(1,519)
Purchase property and equipment	(698,103)	(995,040)
NET CASH(USED) BY INVESTING ACTIVITIES	(699,756)	(996,559)
CASH FLOW FROM FINANCING ACTIVITIES		
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)
NET CASH(USED) BY FINANCING ACTIVITIES	(264,056)	(251,257)
NET INCREASE(DECREASE)IN CASH	170,185	(281,728)
CASH - beginning	5,602	287,330
CASH - ending	$ 175,787	$ 5,602

See accompanying notes and
independent accountants' review report.

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.

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:

	Years
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.

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.

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.

NOTE B - CONTRACTS AND ACCOUNTS RECEIVABLE

Contracts and accounts receivable consist of:

	12/31/2021	12/31/2020
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	229,320	-
	$ 1,619,160	$ 1,967,981

NOTE C - CONTRACTS IN PROGRESS

Information relative to contracts in progress is as follows:

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

Included in the accompanying balance sheets under the following captions:

	2021	2020
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	(356,421)	(452,576)
	$ 159,097	$(432,138)

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

Maturities of long-term debt are as follows:

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

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:

Year Ending December 31,	Amount
2021	$121,620
2022	121,620
Total	$243,240

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

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.

SUPPLEMENTARY INFORMATION

Gutierrez Canales, Engineering, P.C.

SCHEDULE I - COMPLETED CONTRACTS

Year Ended December 31, 2021

Contract Number	Contract Name	Contract as Amended	Original Estimated Cost	Total Cost	Gross Profit
20C-0003	Shay Oil#1 San Luis - Recycling	$ 38,825	$ 27,245	$ 7,609	$ 31,216
20C-0005	Baptist Church Shade Structure	19,858	16,482	21,344	(1,486)
20C-0010	Ave 7E & Nicole Dr Patches	5,705	4,735	2,994	2,711
20C-0021	Downtown Raised Crosswalk & Spot Drainage Improvements	92,035	76,389	94,435	(2,400)
20C-0027	ALE Hawkeye - USMC	117,000	97,110	84,039	32,961
20C-0036	YPG Dried Sludge Removal	587,500	487,628	472,557	114,943
20C-0049	Rocky Mountain Communications Paving	41,281	34,264	22,183	19,098
20C-0009	Upgrade Sewage Lagoon for KFR, YPG	1,910,730	1,585,906	1,247,207	663,523
20C-0018	Catalina Drive & Palo Verde St. Pavement	893,552	741,648	918,962	(25,410)
20C-0035	Magrino Ind. Park Unit No. 3 Base Phase	553,759	512,628	379,154	174,605
21C-0001	MCAS Portable Communication Shelter	143,116	109,702	89,415	53,701
21C-003	Manufactured Homes Removal	27,400	13,770	12,782	14,618
21C-0012	Rose Runway and Residence Entrance Road	532,953	305,740	462,493	70,460
21C-0014	Boyd Residence Road	81,297	56,908	71,980	9,317
21C-0024	CBP Light Pole Base Demolition	11,964	9,930	5,851	6,113
21C-0030	1st Ave Waterline Replacement Court Street	217,315	109,568	197,614	19,701
21C-0033	Chocolate Mountain Gunnery Range Excavat	19,539	15,240	8,192	11,347
21C-0035	Arizona Grain Concrete Work	49,847	41,340	32,704	17,143
21C-0051	Sun Graphic AC Innovations	27,662	18,046	22,688	4,974
21C-0052	MCAS Apron 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	Quechan Road Maintenance Services	335,364	134,271	203,090	132,274
21C-0069	Coyote Wash Sewer System Exploration	7,385	6,231	3,574	3,811
21C-0071	40E & Hwy 80 Railroad Crossing Median	14,642	9,224	10,065	4,577
21C-0077	MCAS Humvee Clean Up-WEI	5,110	3,730	460	4,650
21C-0084	CDS-Somerton AC Patch Corner of Mesgrove	7,646	5,352	1,461	6,185
21C-0094	Dan Tarlecki Lot Grub Ave B	46,710	29,427	32,981	13,729
21C-0095	Harvest Pre Exploratory Excavation	1,924	1,347	396	1,528
		$ 5,820,340	$ 4,475,322	$ 4,417,744	$ 1,402,596

See independent accountants' review report.

Gutierrez Canales Engineering, PC

SCHEDULE II - CONTRACTS IN PROGRESS

Year Ended December 31, 2021

Description	Contract	Estimated Cost	Estimated Gross Profit	Revenue Earned	Cost	Progress Billings	(Over) Under Billed
South Somerton Area Drainage Improvement (21C-0002)	$ 3,895,296	$ 3,817,036	$ 178,260	$ 2,674,452	$ 2,555,125	$ 2,305,592	$ 368,860
Coyote Wash Channelization Project (21C-0020)	1,468,536	1,461,282	1,254	1,444,946	1,443,707	1,380,595	64,351
Sunset CMC Fleet Center (21C-0025)	494,008	444,607	49,401	459,330	413,397	494,008	(34,678)
Adair Memorial Park Archery Range Remodel (20E-0038)	242,737	152,924	89,813	199,944	122,185	231,436	(37,492)
Gadsden Park ADA Improvements (21C-0055)	162,278	130,350	31,928	34,538	27,742	102,131	(67,594)
40E & Hwy 80 Railroad Crossing Median (21C-0071)	14,642	9,224	5,418	14,526	9,151	14,641	(115)
COY AZ Ave Paving/ Palo Verde to Cty Club (21C-0063)	969,169	610,576	358,593	186,692	113,962	99,704	82,188
Quechan Road Maintenance Services (21C-0066)	333,452	210,075	123,377	167,756	105,686	335,364	(167,608)
Take 5 Oil Change (21C-0072)	262,951	189,387	73,564	58,668	42,254	98,423	(39,756)
YPG Bldg. 3017 Fire Suppression System (21C-0041)	681,597	513,038	168,559	119	77	-	119
YPG Install Electric Circuit Bldg 3185 (21C-0085)	3,000	1,890	1,110	717	451	1,500	(783)
Dan Terlecki Lot Grub-Avenue B (21C-0094)	46,710	29,427	17,283	39,674	24,995	46,710	(7,036)
Harvest Pre Exploratory Excavation (21C-0095)	1,924	1,347	577	565	396	1,924	(1,359)
	$ 8,670,300	$ 7,371,164	$ 1,099,136	$ $ 5,270,124	$ 4,859,128	$ 5,111,027	$ 159,097

See independent accountants' review report.

Gutierrez Canales Engineering, PC

SCHEDULE III - CONTRACTS IN PROGRESS

Year Ended December 31, 2020

Description	Contract	Estimated Cost	Estimated Gross Profit	Revenue Earned	Cost	Progress Billings	(Over) Under Billed
20C-0003 - Shay Oil#1 San Luis - Recycling - Completed	$ 32,825	$ 27,245	$ 5,580	$ 13,705	$ 11,375	$ 32,825	$ (19,120)
20C-0005 - Baptist Church Shade Structure-Completed	19,858	16,482	3,376	29,908	24,824	19,858	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	94,284	78,256	92,035	2,250
20C-0027 - ALS Hawkeye - USMC-Completed	117,000	97,110	19,890	110,292	91,583	117,000	(6,709)
20C-0036 - YPG Dried Sludge Removal	587,500	487,625	99,875	220,046	182,638	587,500	(367,454)
20C-0049 - Rooky Mountain Communications Paving-Completed	41,281	34,264	7,018	3,531	2,930	21,662	(18,132)
19C-C032 - 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, YPG	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-0025 - Magzine Ind. Park Unit No. 3 Base Phase	617,624	512,628	104,996	36,500	30,295	31,018	5,482
	$ 6,221,375	$ 5,163,741	$ 1,057,634	$ 1,376,303	$ 1,142,331	$ 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 Heath 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 32nd Street Interchange. Construction Cost: $4.5M

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**

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**

PROJECT #1

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.

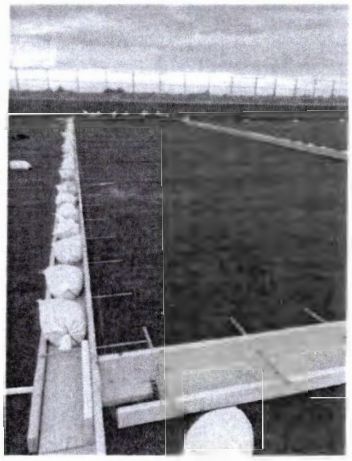
The construction area was very primitive and required design to ensure appropriate drainage and grading was incorporated. GCE was uniquely qualified to Design-Build this new active runway since the owner, Marisol Kelland, is a licensed engineer with significant experience in airfield paving projects. 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/ **Phone:** (928) 920-4963

PROJECT #3

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/ **Phone:** (928)257-8003

AGREEMENT

Construction Contract CDBG #119-22
Mesa Street Phase I Improvements Project

THIS AGREEMENT made this 13th day of July, 2022, between the City of San Luis, Arizona a municipal corporation of the State of Arizona ("CITY"), and DPE Construction, Inc., authorized to do business in the State of Arizona ("CONTRACTOR"). CONTRACTOR and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid to Contractor by said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provide, hereby agrees, Contract, heirs, executors, administrators, successors and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as **Mesa Street Phase I Improvement Project CDBG 119-22** and construct the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City under the direction of the Economic Development Manager, or properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared for the City of San Luis and with such written modifications of the same and other documents that may be made by the City through Economic Development Manager or properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Notice Inviting Bids, Bid Schedule, Project Plans and Specifications, General Conditions, Special Conditions, Addenda, Contractor Bid Proposal, Certificates of Insurance, Bid Security Bond, License and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full. This contract shall be subject to the Public Works Standards of the City of San Luis as adopted by Ordinance No. 359 and administered in accordance therewith. Special reference is made to the provisions for liquidated damages for failure to complete on time which shall apply to the work under this contract. In the event there is a conflict between the administration provisions of the Public Works Standards of the City of San Luis and the Notice Inviting Bids, Project Plans and Specifications, Addenda and Contractor Bid Proposal, hereinafter referred to collectively as "Project Documents", the Project Documents shall govern.

ARTICLE III – TIME OF COMPLETION: The Contractor hereby agrees to commence work on or before the tenth (10th) day after written notice to do so, and to fully complete the same within **180** calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided amendments to the contract.

ARTICLE IV – COMPENSATION: Contractor shall be paid, pursuant to provisions as set forth in the Contract Documents, the total sum of $2,097,900 Dollars and 00 Cents ($2,097,900.00), plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Plans, Specifications and Contract Documents. Retention shall be in accordance with A.R.S. § 34-221.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any

extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

ARTICLE VI – AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the City of San Luis City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII – NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 1010-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contract shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV – Compensation above. As independent contractor, the Contractor further acknowledges that Contractor is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that Contractor will conduct itself in a manner consistent with such status, and that the Contractor will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX – CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARITCLE X – OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the Contractor's site inspection. No payment will be for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees or any of the Contractor's subcontractors. In the evet that the Contractor or within the Contractor's control then the

Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI – MISCELLANEOUS:

A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of the Agreement.

B. The parties hereto expressly covenant and agree that in the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts relate to the project, which is the subject of this Agreement.

C. Any notices to be given by either party after award of the project must be in writing, and personally delivered or emailed to the addresses:

Jenny Torres
San Luis Economic Development Manager
1090 E. Union Street (if personally delivered)
POB 1170 (if mailed)
San Luis, AZ 85349
jtorres@sanluisaz.gov

D. This Agreement shall be construed under the laws of the State of Arizona.

E. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall superseded any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

F. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

G. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or medication thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

H. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control.

I. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of the termination under this paragraph.

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

K. Governing Law: The laws of the State of Arizona govern this Agreement as to validity, interpretation and performance.

L. Venue: The parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

M. Waiver: If either party fails to require the other party to perform any provision of this Agreement that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Agreement if the other party fails to exercise a right or remedy.

N. Severability: If any terms, parts or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts or provisions are nevertheless valid and enforceable.

O. Integration: This Agreement contains the entire agreement between the parties, and no oral or written statements, promises or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this Agreement must be in writing, signed and endorsed by the parties.

P. No partnership: Nothing in the Agreement constitutes a partnership or joint venture between the parties, and neither party is the principal or agent of the other.

Q. Compliance with Law: The Contractor must comply with all federal, state and local laws and ordinances applicable to its performance under this contract. The Contractor will comply with the Americans with Disabilities Act (ADA) and will indemnify the City for any costs, including but not limited to, damages, attorney's fees, and staff time in any action or proceeding brought alleging violation of the ADA. The Contractor will not discriminate against any person on the basis of violation of the ADA. The Contractor will not discriminate against any person on the basis of race, religion, color, age, sex or national origin in the performance of this Contract and must

comply with the terms of Tittle VII of the Civil Rights Act of 1964, P.L. 88-354 (1964). In addition, the CONTRACTOR must include similar requirements of subcontractors in any contracts entered into for performance of the CONTRACTOR's obligations under this Contract. The CONTRACTOR agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. In addition, the CONTRACTOR must include similar requirements of all subcontractors in contracts entered for performance of the CONTRACTOR's obligations under this Contract.

R. Time is of the Essence: Time is of the essence in this Contract. Unless otherwise specifically provided, any consent to delay in the CONTRACTOR's performance of its obligation is applicable only to the transaction to which it relates and is not applicable to any other obligation or transaction.

S. CONFLICT OF INTEREST. This contract is subject to the Conflict of Interest provisions of the Arizona Revised Statutes §38-511, as amended.

T. NOTIFICATIONS Written notice of a change of address of either party must be given in writing to the other party. Notice of change of address is deemed effective 5 days after mailing by the party changing address.

U. The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy or policies of liability insurance with the following coverage:

1) Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury, broad form contractual liability, and XCU coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Legal Liability (Damage to Rented Premises)	$100,000

The policy shall be endorsed to include the following additional insured language:

"The City of San Luis shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional."

2) Profession Liability (Errors and Omission Liability)

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of

this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

3) Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired and/or non-owned vehicles used in the performance of this Contract

Combined Single Limit (CSL) $1,000,000

(b) City and Professional waive all rights against each other and their director, officers, partners, commissioners, officials, agents, sub-contractors and employees for damages covered by property insurance during and after completion of the Services.

(c) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

(d) Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by A.R.S. 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

(e) Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

(f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of San Luis Risk Management Division. All insurance is to placed with an insurer admitted in the state in which operations are taking place.

(g) Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

IN WITNESS WHEREOF, have been duly executed by the parties herein above named, on the date and year first above written.

ATTEST:

Witness, if Contractor is an Individual

(Authorized Signature)

By: _____
(Printed Name)

Title: _____

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

City of San Luis
Budget Adjustment Form

Reason for Budget Adjustment:

A budget adjusment is needed to cover expenses for Mesa Street Phase I

Account Number	Account Name	Amended Budget FY 22/23	Budget to be revised (Add to)	Budget to be decreased (taken from)	Available Balance Budget FY 22/23
200-210-90010	Capital Outlay-Improvement Roads	586,898.00		186,898.00	400,000.00
255-021-90052.228	Capital Outaly-ARPA Revenue Loss Water	4,793,161.00		414,982.00	4,378,179.00
255-210-90010.227	Capital Outlay-Improvement Roads CDBG Mesa Street	1,587,160.00	601,880.00		2,189,040.00
					-
					-
					-
					-
					-
					-
					-
					-
Total			601,880.00	601,880.00	

Department Head _____ Date 6/28/22

City Manager _____ Date _____

Finance Department _____ Date _____

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. C.**

Meeting Date: 07/13/2022

Department Head: Maria A Roldan, Acting Director of Parks & Recreation, Parks & Recreation Department

Submitted By: Crystal Ochoa, Administrative Coordinator, Parks & Recreation Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding a Mural Project with ARIZONA@WORK. **(Maria A. Roldan, Acting Director of Parks and Recreation)**

SUMMARY:

The Parks and Recreation Department has been communicating with ARIZONA@WORK (public-private partnership) n an effort of beginning a Mural Project. The Mural Project will consist of artwork, submitted by local artists, to be displayed in various locations within the city. Staff elieves that incorporating murals in various locations of the city will assist in lowering the risk of vandalism. Once the artwork is selected, the first mural will be at the PPEP Park.

The mural will be painted on the PPEP Park restroom wall which will serve as the canvas. In order for ARIZONA@WORK to complete the mural, they have asked for assistance with the purchase of items. ARIZONA@WORK has requested a total of $5,000.00, to purchase all materials necessary with completing the mural. Staff has looked over the budget and has enough funds to cover this project.

ARIZONA@WORK has provided staff with four (4) mural designs that local artists have submitted. Staff would like to ask for City Council's assistance in choosing the mural design that will be placed that the PPEP Park.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF SUPPLIES FOR A MURAL AT PPEP PARK THROUGH ARIZONA@WORK IN THE AMOUNT OF $5,000 AND CHOSE OPTION NUMBER _____ FOR THE PROJECT.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$5,000.00
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	SPECIAL SERVICES - 100-140-80005 / $50,700.00

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

Mural Project expense will be deducted from the Cesar Chavez Cultural Center, Special Services budget. The G/L Account that will be used for this expense is 100-140-80005.

Attachments

Mural Design #1

Mural Design #2

Mural Design #3

Mural Design #4

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. D.**

Meeting Date: 07/13/2022

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

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

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2223. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving and adopting a salary adjustment to the classified service; superseding any conflicting provisions of existing regulations, policies or procedures; providing for severability; and declaring an emergency. **(Lizandro Galaviz, Acting City Manager)**

(6 votes in favor are required to pass immediately as an emergency measure per A.R.S. § 19-142)

SUMMARY:

Background: The City of San Luis Council approved the classified service salary classifications and a pay grade schedule by Resolution No. 2051-A on July 9, 2018. Over the past four (4) years, the city has incrementally increased the pay rate within budgetary and statutory constraints to meet the pay-rate goals of that plan to get all employees to at least the recommended starting pay.

The citizen initiative Proposition 206 passed an incremental annual increase in the minimum wage through the year 2020, and further increases in year 2021 and 2022 by state law which created the need to update the City's pay grade schedule.

The experts at CPS HR, who previously created the city's salary classifications and pay grade schedule, updated the City's pay grades to adjust for the state minimum wage changes. The pay grades in the revised schedule average a 5% increase. To continue the City's efforts to provide employees competitive salaries, staff is proposing a salary adjustment that is attempting to bring employees to the recommended pay rate considering years in position, and to implement the new pay grade schedule.

How the salary adjustment works: The salary adjustment is *NOT* an increase across the board; instead, it considers time in position and pay rates in the new pay grade schedule.

- Probationary and recently-promoted employees: Their salary only adjusts if needed to meet the recommended minimum rate of their respective grade.
- Employees reclassified within the last six (6) months: Their salary adjusts only if needed to meet the recommended minimum rate of their respective grade.
- Employees who have completed more than one (1) year and their pay rate is higher than the recommended rate : Their salary adjusts at a 1.5% increase.
- Employees who have completed more than one (1) year and not in the above categories: Their salary adjusts between 2% to 12% depending upon their pay grade, time in position, and the recommended adjustment.

What Resolution No. 2223 does:
1. adjusts salaries in the classified service for the reasons described above;
2. amends the contracts of the contracted employees to allow for adjustments they would receive if they were in the classified service;
3. authorizes staff to implement the above changes; and
4. allows the Finance Department, with the approval of the City Manager, to make budget transfers for any budget shortfall for the salary adjustment.
5. retains Sections 10 and 11 of Resolution No. 2051-A (which adopted the salary plan) to preserve the integrity of the salary adjustment under this Resolution No. 2223. Resolution No. 2051-A is added to the attachments.

After the posting of this Agenda Item, it was suggested that staff should offer alternative motions for City Council to consider whether or not the contracted employees should be included in the salary adjustment.

RECOMMENDATION / SUGGESTED MOTION:

Alternative motion options suggested:

1. I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2223 TO INCLUDE CONTRACTED EMPLOYEES IN THE SALARY ADJUSTMENT AND DECLARE AN EMERGENCY.

OR

2. I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2223 WITHOUT CONTRACTED EMPLOYEES IN THE SALARY ADJUSTMENT AND DECLARE AN EMERGENCY.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$870,000
BUDGETED AMOUNT:	See fiscal impact statement
AVAILABLE AMOUNT TO TRANSFER:	See fiscal impact statement
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See fiscal impact statement

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

We budgeted $705,000 in the FY 2023 budget, hence there is a shortfall of $165,000. Department heads are in support of this proposal, and they have confirmed that they will find the necessary budget within their departments to make the salary implementation possible. We are asking approval to council to authorize Finance to make the necessary transfers with authorization of City manager and approval of department heads.

Attachments

Resolution No. 2223 - Option #1
Resolution No. 2223 - Option #2
Resolution No. 2051-A
Pay Grade Schedule

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2223

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AND ADOPTING A SALARY ADJUSTMENT TO THE CLASSIFIED SERVICE; SUPERSEDING ANY CONFLICTING PROVISIONS OF EXISTING REGULATIONS, POLICIES OR PROCEDURES; PROVIDING FOR SEVERABILITY; SETTING AN EFFECTIVE DATE, AND DECLARING AN EMERGENCY.

WHEREAS, on July 9, 2018, San Luis City Council passed Resolution No. 2051, approving the salary plan; and

WHEREAS, over the past four (4) years, the city has incrementally increased the salaries within budgetary and statutory constraints to meet the pay-rate goals of the salary plan; and

WHEREAS, since 2017, Arizona state law has annually increased the minimum wage; and

WHEREAS, city staff contracted experts who have updated the pay grades within the salary plan for the minimum wage increase; and

WHEREAS, in the interests of equity, time in position is considered for the final salary adjustment for the city's classified service in addition to the updated pay grade.

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

Section 1: The pay grade schedule attached to this resolution (the "Pay Grade Schedule") is incorporated by this reference, making it a part of this resolution to the same extent as if fully set forth here.

Section 2: The Pay Grade Schedule is approved and adopted for the City of San Luis classified service.

Section 3: Implementation of the Pay Grade Schedule for the classified service salary adjustments shall take into consideration time in position, including:

- Probationary and recently-promoted employees: Their salary only adjusts if needed to meet the recommended minimum rate of their respective grades.
- Employees reclassified within the last six (6) months: Their salary adjusts only if needed to meet the recommended minimum rate of their respective grade.
- Employees who have completed more than one (1) year and their pay rate are higher than the recommended rate: Their salary adjusts at a 1.5% increase.
- Employees who have completed more than one (1) year and are not in the above categories: Their salary adjusts between 2% to 12% depending upon their pay grade, time in position, and the recommended adjustment.

Section 4: The Finance Department, with Department Heads' and the City Manager's approval, shall be authorized to make budget transfers to adjust salaries to comply with this resolution.

Section 5: As needed, the budget transfers will come from funds and general ledger accounts within the affected departments' budgets.

Section 6: This resolution amends the contracts of the contracted employees to adjust their salaries in the same manner as the classified service.

Section 7: City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 8: If a conflict arises between this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern. However, Sections 10 and 11 of Resolution No. 2051-A (which adopted the salary plan) shall remain in place to preserve the integrity of the salary adjustment under this Resolution No. 2223.

Section 9: If any section, subsection, sentence, clause phrase, or portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this resolution.

Section 10: The salary adjustment shall take effect July 2, 2022. Time in position shall be the number of days an employee has been in the position on July 1, 2022.

Section 11: Whereas, it is necessary for the immediate preservation of the peace,

health, or safety of the City of San Luis, Arizona, an emergency is declared to exist, and this resolution shall become immediately operative.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____day of July 2022.

Gerardo Sanchez, Mayor

ATTEST:

Melissa Lopez, Deputy City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

City of San Luis

Pay Grade Schedule

Grade	Min	Mid	Max
102	$12.80	$15.04	$17.28
103	$13.47	$15.99	$18.52
104	$14.13	$16.96	$19.79
105	$14.80	$18.06	$21.31
106	$15.84	$19.32	$22.80
107	$16.94	$20.67	$24.40
108	$18.13	$22.12	$26.11
109	$19.40	$23.67	$27.94
200	$21.34	$26.67	$32.01
201	$23.47	$29.34	$35.21
202	$25.82	$32.28	$38.73
203	$28.40	$35.50	$42.60
204	$31.24	$39.05	$46.87
205	$34.37	$42.96	$51.55
206	$37.80	$47.26	$56.71
207	$41.59	$51.98	$62.38
208	$45.74	$58.65	$71.55
209	$50.32	$64.51	$78.70
300	$55.35	$70.96	$86.57
301	$60.88	$78.06	$95.23
302	$66.97	$85.86	$104.75

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2223

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING AND ADOPTING A SALARY ADJUSTMENT TO THE CLASSIFIED SERVICE; SUPERSEDING ANY CONFLICTING PROVISIONS OF EXISTING REGULATIONS, POLICIES OR PROCEDURES; PROVIDING FOR SEVERABILITY; SETTING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, on July 9, 2018, San Luis City Council passed Resolution No. 2051, approving the salary plan; and

WHEREAS, over the past four (4) years, the city has incrementally increased the salaries within budgetary and statutory constraints to meet the pay-rate goals of the salary plan; and

WHEREAS, since 2017, Arizona state law has annually increased the minimum wage; and

WHEREAS, city staff contracted experts who have updated the pay grades within the salary plan for the minimum wage increase; and

WHEREAS, in the interests of equity, time in position is considered for the final salary adjustment for the city's classified service in addition to the updated pay grade.

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

Section 1: The pay grade schedule attached to this resolution (the "Pay Grade Schedule") is incorporated by this reference, making it a part of this resolution to the same extent as if fully set forth here.

Section 2: The Pay Grade Schedule is approved and adopted for the City of San Luis classified service.

Section 3: Implementation of the Pay Grade Schedule for the classified service salary adjustments shall take into consideration time in position, including:

- Probationary and recently-promoted employees: Their salary only adjusts if needed to meet the recommended minimum rate of their respective grades.
- Employees reclassified within the last six (6) months: Their salary adjusts only if needed to meet the recommended minimum rate of their respective grade.
- Employees who have completed more than one (1) year and their pay rate are higher than the recommended rate: Their salary adjusts at a 1.5% increase.
- Employees who have completed more than one (1) year and are not in the above categories: Their salary adjusts between 2% to 12% depending upon their pay grade, time in position, and the recommended adjustment.

Section 4: The Finance Department, with Department Heads' and the City Manager's approval, shall be authorized to make budget transfers to adjust salaries to comply with this resolution.

Section 5: As needed, the budget transfers will come from funds and general ledger accounts within the affected departments' budgets.

Section 6: City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 7: If a conflict arises between this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern. However, Sections 10 and 11 of Resolution No. 2051-A (which adopted the salary plan) shall remain in place to preserve the integrity of the salary adjustment under this Resolution No. 2223.

Section 8: If any section, subsection, sentence, clause phrase, or portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this resolution.

Section 9: The salary adjustment shall take effect July 2, 2022. Time in position shall be the number of days an employee has been in the position on July 1, 2022.

Section 10: Whereas, it is necessary for the immediate preservation of the peace, health, or safety of the City of San Luis, Arizona, an emergency is declared to exist, and this resolution shall become immediately operative.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____day of July 2022.

Gerardo Sanchez, Mayor

ATTEST:

Melissa Lopez, Deputy City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

City of San Luis

Pay Grade Schedule

Grade	Min	Mid	Max
102	$12.80	$15.04	$17.28
103	$13.47	$15.99	$18.52
104	$14.13	$16.96	$19.79
105	$14.80	$18.06	$21.31
106	$15.84	$19.32	$22.80
107	$16.94	$20.67	$24.40
108	$18.13	$22.12	$26.11
109	$19.40	$23.67	$27.94
200	$21.34	$26.67	$32.01
201	$23.47	$29.34	$35.21
202	$25.82	$32.28	$38.73
203	$28.40	$35.50	$42.60
204	$31.24	$39.05	$46.87
205	$34.37	$42.96	$51.55
206	$37.80	$47.26	$56.71
207	$41.59	$51.98	$62.38
208	$45.74	$58.65	$71.55
209	$50.32	$64.51	$78.70
300	$55.35	$70.96	$86.57
301	$60.88	$78.06	$95.23
302	$66.97	$85.86	$104.75

Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2051-A

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, DECLARING PUBLIC RECORDS; ADOPTING A SALARY PLAN; DIRECTING STAFF TO IMPLEMENT THE SALARY PLAN WITHIN THE 2018-2019 SALARY ALLOCATION; SUPERSEDING ANY CONFLICTING PROVISIONS OF EXISTING REGULATIONS, POLICIES OR PROCEDURES; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, **the legal authority to adopt a salary plan** derives from A.R.S. § 9-303, the San Luis City Code §31.20(5)(e) and Resolution No. 750, Personnel Policies of 2008, §HR3-02(A).

WHEREAS, **the City of San Luis is in need of a new salary plan** because the city has been experiencing turn over in many of its positions often due to lower than market salaries and the current Salary Plan has not been addressed as a whole since 2006;

WHEREAS, **City Council prioritized salaries and benefits in the 2018-2019 budget** including opting to have the City pay the health benefit increases rather than burden the employees with health benefits increases.

WHEREAS, **the studies for the basis of this Salary Plan** are the "Classification Study and Final Report" by CPS HR Consulting adopted by Resolution No. 1196 on June 7, 2017 (referred to as "Classification Study") and "City of San Luis, Arizona Total Compensation Report" by CPS HR Consulting of July 3, 2018 (referred to as "Compensation Report") which together serve as guides to the region's market for salaries and benefits for the classified service of the City of San Luis;

WHEREAS, **the city has legal and practical budgetary constraints** in its ability to spend on salaries and benefits including but not limited to:

1. the city's duty to spend on public purposes in providing services to the residents of San Luis,

2. Some of the city's revenue is restricted to purposes such as state Highway Users Revenue Fund for roads and Development Fees for statutory purposes related to the impacts of development,

3. Arizona Constitution Article IX §20 and A.R.S. §42-17106 place limitations on city expenditures and

4. A.R.S. Title 42, Chapter 17, Article 3 requires cities to have a balanced budget every year so that expenses do not exceed available revenues.

WHEREAS, **there are insufficient funds to implement this Salary Plan** during the 2018-2019 fiscal year;

WHEREAS, **staff analyzed each position to allocate the available funds** for the approximately 277 positions;

WHEREAS, **City Council finds that it is necessary to implement only partially the Salary Plan the fiscal year 2018-2019**;

WHEREAS, **City Council finds that additional steps are necessary to allocate the available funds fairly** because there will be increases in salary and benefits based on the Salary Plan other increases under the Personnel Policy or by administrative practice are suspended in this resolution.

WHEREAS, City Council plans to fund this Salary Plan incrementally every year over a period of four years.

THEREFORE BE IT RESOLVED by the Mayor and Council of the City of San Luis:

Declaring Public Records

Section 1. The documents entitled:

a. Classification Study and Final Report approved by Resolution No. 1196 ("Classification Study" Exhibit A),

b. City of San Luis, Arizona Total Compensation Report ("Compensation Report" Exhibit B),

c. 2018-2019 Salary Allocations (Exhibit C),

d. Skill Pay Schedule (Exhibit D),

e. Salary Classifications and Pay Grade (Exhibit E),

f. Salary Classifications and Pay Grade for the Safety Group (Exhibit F) and

g. Salary Pay Grade Schedule (Exhibit G),

three (3) copies of which are on file in the Office of the City Clerk of the City of San Luis, Arizona, are declared to be public records; and the copies shall remain on file with the City Clerk's office and shall be available for public examination and reproduction upon request.

Adoption of Salary Plan and Related Documents Adopted

Section 2. The City Council approves and adopts as guides and basis for the 2018 Salary Plan adopted by this resolution:

a. the Classification Study and Final Report approved by Resolution No. 1196 ("Classification Study" Exhibit A) and

b. the City of San Luis, Arizona Total Compensation Report ("Compensation Report" Exhibit B)

Section 3. City Council amends the 2006 Salary Plan to comport with the changes made by this resolution.

Section 4. City Council approves and adopts the 2018 Salary Plan which consists of:

a. the Skill Pay Schedule (Exhibit D),
b. the Salary Classifications and Pay Grade (Exhibit E),
c. the Salary Classifications and Pay Grade for the Safety Group (Exhibit F),
d. the Salary Pay Grade Schedule (Exhibit G), and
e. this resolution.

Section 5. To stay within legal expenditure limits as passed in the 2018-2019 fiscal year budget Resolution No. 2046, City Council approves and adopts the 2018-2019 Salary Allocations (Exhibit C).

Section 6. The Salary Plan and the measures below for the fiscal year 2018-2019 apply to the classified service and amends the contracts of contracted employees. As to contracted employee, any adjustments made by the implementation of the Salary Plan shall be considered a "cost of living" adjustment to compensation.

/ / /

Measures to Implement the Salary Plan to Extent Possible under the 2018-2019 Salary Allocation

Section 7. City Council directs staff to take all steps to implement the Salary Plan within the 2018-2019 Salary Allocations in Exhibit (C).

Section 8. City Council directs that staff apply the pay schedule for years in the position and not years of service.

Section 9. City Council directs that staff stay within the 2018-2019 Allocation of Salary Summary calculation in paying any state or federal minimum salaries increases during the fiscal year 2018-2019.

Section 10. City Council suspends all increases under Resolution 570, Personnel Policies of 2008 except Skills Pay (§ HR3-02(B)(1) and except the City Manager may correct inequities upon the promotion of an employee (§ HR3-03(B)(2)).

Section 11. City Council suspends the practice of increases for successful completion of probation for those employees who begin probation on or after the effective date of this resolution.

Section 12. The vacation buy back program is a program contingent on availability of funds. City Council reduces the vacation buy back program from 40 hours of unused vacation pay to 20 hours of unused vacation pending further decision of City Council.

Providing for Severability, Superseding Conflicting Provisions, Declaring an Emergency; and Establishing an Effective Date

Section 13. If any section, subsection, sentence, clause phrase, or a portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution.

Section 14. If a conflict arises between the provisions of this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern. It is the specific legislative intent of the City of San Luis, that the 2018 Salary Plan and the salary administration regulations, policies and plans of the City of San Luis are amended, superseded so the actions and plans authorized by this resolution may be implemented. This resolution is a non-appealable final legislative decision and action of the City Council of the City of San Luis.

Section 15. To maintain stable operations and sound financial structure of the City of San Luis; it is necessary for the preservation of the peace, health and safety of the City

of San Luis, Arizona, an emergency is declared to exist, and this resolution shall become immediately operative and in force from and after August 4, 2018.

Section 16. This resolution shall become operative and in force and effect on and after August 4, 2018.

Section 17. This resolution shall be posted immediately upon passage.

Section 18. The appropriate City officials are authorized and directed to take any actions as may be necessary to effectuate this resolution.

PASSED, APPROVED and ADOPTED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona this 9th day of July 2018.

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

City of San Luis
Pay Grade Schedule

Grade	Min	Mid	Max
102	$12.80	$15.04	$17.28
103	$13.47	$15.99	$18.52
104	$14.13	$16.96	$19.79
105	$14.80	$18.06	$21.31
106	$15.84	$19.32	$22.80
107	$16.94	$20.67	$24.40
108	$18.13	$22.12	$26.11
109	$19.40	$23.67	$27.94
200	$21.34	$26.67	$32.01
201	$23.47	$29.34	$35.21
202	$25.82	$32.28	$38.73
203	$28.40	$35.50	$42.60
204	$31.24	$39.05	$46.87
205	$34.37	$42.96	$51.55
206	$37.80	$47.26	$56.71
207	$41.59	$51.98	$62.38
208	$45.74	$58.65	$71.55
209	$50.32	$64.51	$78.70
300	$55.35	$70.96	$86.57
301	$60.88	$78.06	$95.23
302	$66.97	$85.86	$104.75

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. E.**

Meeting Date: 07/13/2022
Department Head: Sonia Cornelio, City Clerk, City Clerk's Office
Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office
Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding modification of health benefits for Elected Officials. **(Council Members Luis Cabrera, Africa Luna-Carrasco and Jose Ponce)**

SUMMARY:

Council Members Luis Cabrera, Africa Luna-Carrasco and Jose Ponce have requested that this item be placed on the agenda for July 13, 2022.

Luis Cabrera, Council Member
(see attached for signature)

Africa Luna-Carrasco, Council Member
(see attached for signature)

Jose Ponce, Council Member
(see attached for signature)

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO _____.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There is no fiscal impact associated with this item.

Attachments

Approved Agenda Item Review Form

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. 0.**

Meeting Date: 07/13/2022

Department Head: Sonia Cornelio, City Clerk, City Clerk's Office

Submitted By: Sonia Cornelio, City Clerk, City Clerk's Office

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding modification of health benefits for Elected Officials. (Council Members Luis Cabrera, Africa Luna-Carrasco and Jose Ponce)

SUMMARY:

Council Members Luis Cabrera, Africa Luna-Carrasco and Jose Ponce have requested that this item be placed on the agenda for July 13, 2022.

Luis Cabrera, Council Member

Africa Luna-Carrasco, Council Member

Jose Ponce, Council Member

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO _____.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	N/A
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

There is no fiscal impact associated with this item.