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 6:00 p.m., Wednesday, October 9, 2024. 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 6:00 p.m., el día Miercoles, 9 de Octubre del 2024. 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
10/8/2024

AGENDA
Regular Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
October 9, 2024
6:00 p.m.

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

TENGA EN CUENTA QUE LOS MIEMBROS DEL CABILDO DE LA CIUDAD ASISTIRÁN EN PERSONA, TELÉFONO O COMUNICACIÓN POR VIDEO CONFERENCIA. LA ALCALDESA O ALCALDE INTERINO 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/PRESENTATIONS**

4. A. Proclamation - Arizona Cities & Towns Week October 13-19, 2024

4. B. Presentation followed by discussion on any and all matters regarding updates from Economic Development and Public Works on capital projects. **(Armando Esparza, Director of Economic Development and Eulogio Vera, Director of Public Works)**

4. C. Presentation of Lifesaving Awards to Sergeant Carlos Bermudez, Officer Roger Espinoza, Officer Marleny Gonzalez, Officer Adrian Hemmer, and Officer Nayeli Soto. **(Nigel Reynoso, Chief of Police)**

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

5. A. **MINUTES OF**
- Regular Council meeting held September 11, 2024

5. B. **DISBURSEMENTS**
From 9/19/2024 to 10/3/2024
Total $2,601,554.38
(Two Million, Six Hundred One Thousand, Five Hundred Fifty-Four Dollars and Thirty-Eight Cents)

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

6. A. Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to DPE Construction, Inc. for the construction of the Cesar Chavez Boulevard Sewer Improvements project. **(Jorge Perez, Assistant Director of Public Works)**

6. B. Discussion and possible action on any and all matters regarding the City of San Luis piggybacking on the City of Yuma's contract with Republic Services for solid waste disposal services. **(Manuel Hernandez, Assistant Director of Public Works)**

6. C. Discussion and possible action on any and all matters regarding the purchase of a leased 2024 Peterbilt Solid Waste Side Loader Truck. **(Manuel Hernandez, Assistant Director of Public Works)**

6. D. Discussion and possible action on any and all matters regarding authorization to purchase two (2) fully marked and equipped new 2024 Ford Explorers using Arizona Department of Emergency and Military Affairs Border Fencing and Technology Grant budgeted funds. **(Nigel Reynoso, Chief of Police)**

6. E. Discussion and possible action on any and all matters regarding Resolution No. 2335. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, a Municipal Corporation of Arizona, to authorize the non-binding debt authorization for a Clean Water State Revolving Fund Loan and Grant (forgivable principal) from the Water Infrastructure Finance Authority (WIFA). **(Roula Encinas, Director of Finance)**

6. F. Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0206F - Los Mezquites Unit 4 Subdivision; a request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 4 final plat, located at the southeast corner of San Luis Lane and 24th Avenue in San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

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

8. **ADJOURNMENT**

PROCLAMATION

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

Meeting Date: 10/09/2024

Title:

Proclamation - Arizona Cities & Towns Week October 13-19, 2024

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

ARIZONA CITIES AND TOWNS WEEK
October 13 - 19, 2024

WHEREAS, the citizens of the City of San Luis rely on the city to experience a high quality of life in our community; and

WHEREAS, cities and towns in Arizona work 24 hours a day, seven days a week to deliver vital city services such as fire, police and emergency medical response to ensure safe communities; and

WHEREAS, cities and towns in Arizona also provide services and programs that enhance the quality of life for residents such as parks, utilities, street maintenance, sanitation & recycling services, libraries, community centers and recreational programs; and

WHEREAS, it is important for the City of San Luis to continue to provide the excellent delivery of services and programs that our citizens have come to expect in our community; and

WHEREAS, it is one of the responsibilities of the City of San Luis Officials to ensure open and accessible government through frequent communication with citizens using various avenues and means; and

WHEREAS, through participation and cooperation; citizens, community leaders, local businesses and municipal staff can work together to ensure that services provided by the City of San Luis can remain exceptional elements of the quality of life of our community.

NOW THEREFORE, BE IT RESOLVED, that, I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 13-19, 2024, as **"Arizona Cities & Towns Week"**, and joins with the League of Arizona Cities & Towns and fellow municipalities across the State of Arizona.

DATED this **9th** day of **October 2024**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **4. B.**

Meeting Date: 10/09/2024

Department Head: Jenny Torres, Acting City Manager, Administration

Submitted By: Jenny Torres, Acting City Manager, Administration

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Presentation followed by discussion on any and all matters regarding updates from Economic Development and Public Works on capital projects. **(Armando Esparza, Director of Economic Development and Eulogio Vera, Director of Public Works)**

SUMMARY:

Economic Development and Public Works will provide a quarterly update on all capital projects approved by Council through the FY-2024-2025 budget.

RECOMMENDATION / SUGGESTED MOTION:

INFORMATIONAL ITEM ONLY, NO ACTION TO BE TAKEN BY THE CITY COUNCIL.

Fiscal Impact

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

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

N/A

Attachments

Economic Development

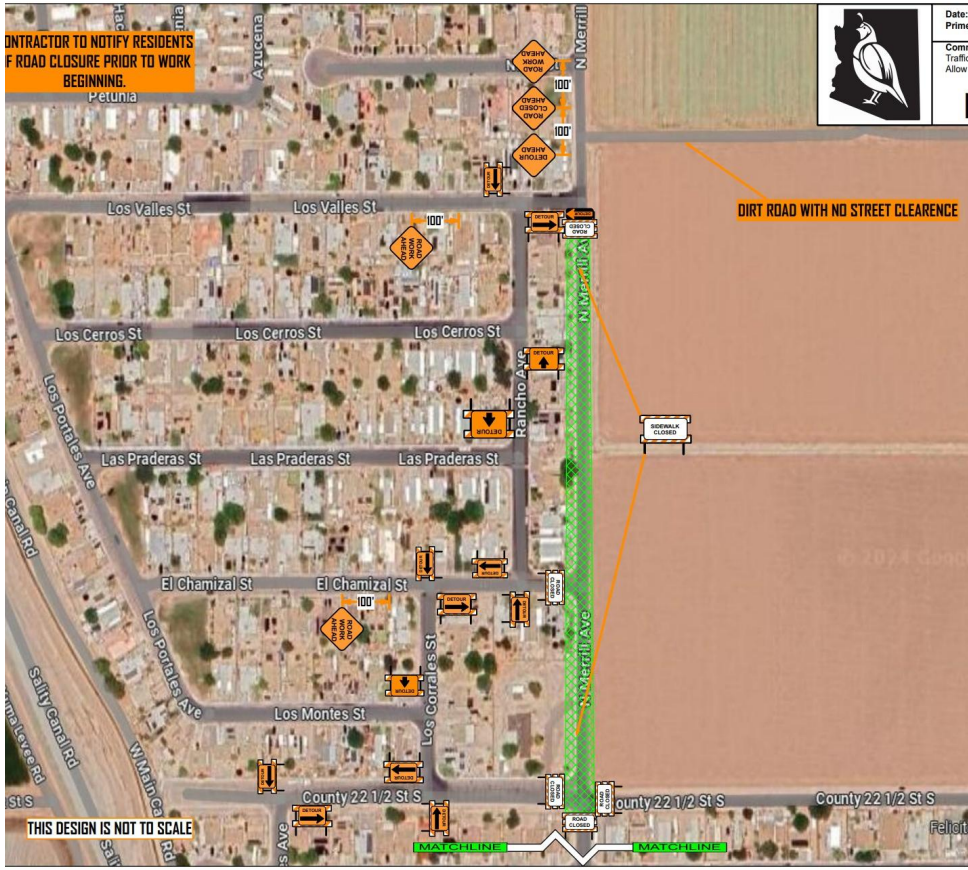
Public Works

ECONOMIC DEVELOPMENT UPDATE









CDBG

MERRILL AVE PHASE I IMPROVEMENTS



E·D·A

U.S. ECONOMIC DEVELOPMENT ADMINISTRATION

USHWY 95 WATER AND SEWER PROJECT

EDA GRANT





EPA COMMUNITY CHANGE GRANT

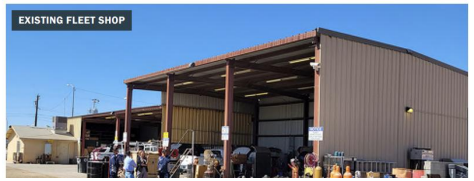
CITY OF SAN LUIS AND CAMPESINOS SIN FRONTERAS PROJECTS

















GRANTS

- EPA Community Change Grant Second Application
  - Downtown Park and Parking Lot and Workforce Development
  - $19.5 Million requested
- USDOT Active Transportation Infrastructure Investment Program
  - $15 Million requested

THANK YOU





Captial Improvement Projects Update

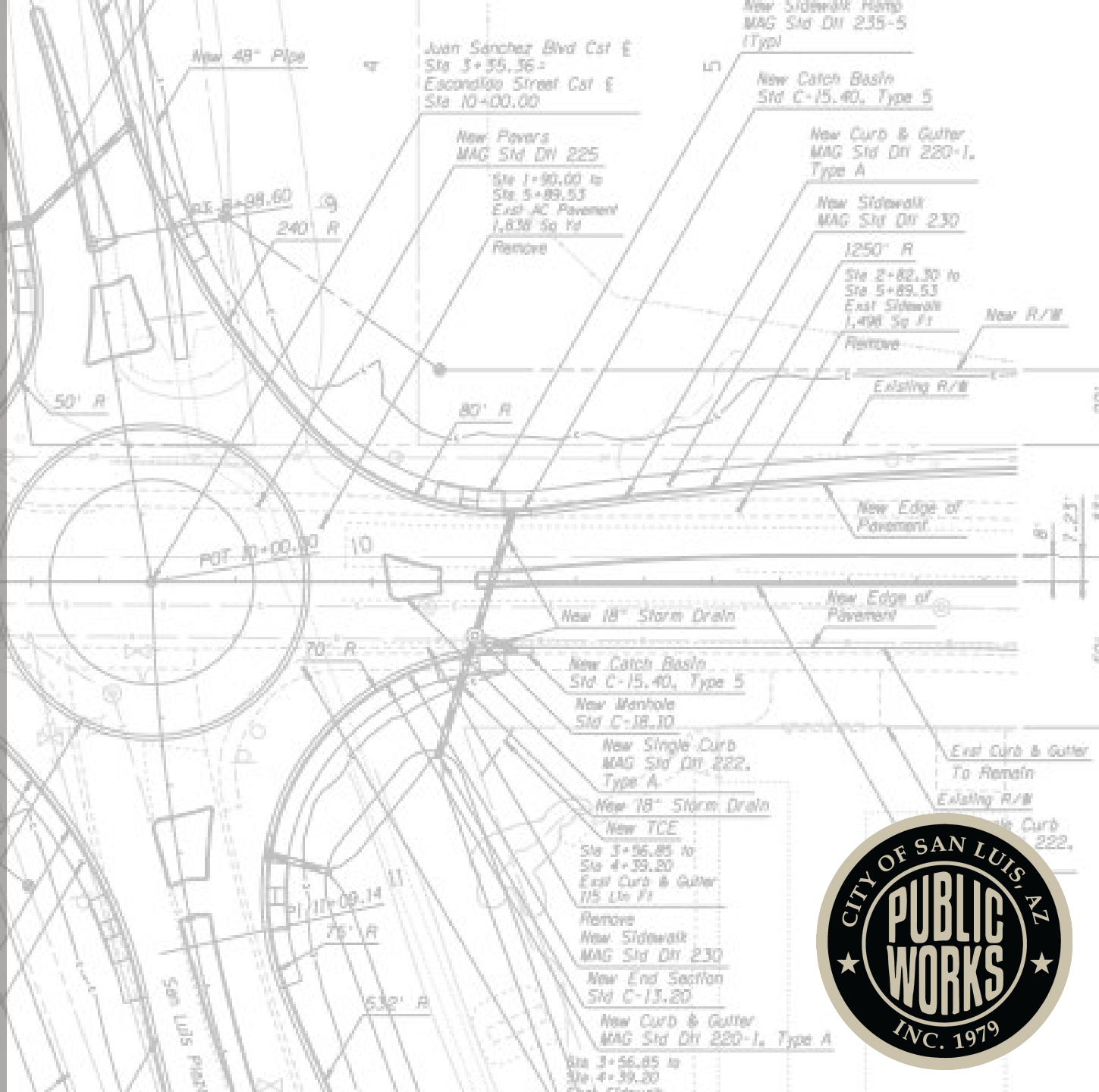


Public Works Divisions

- Public Works Administration
- Highway Users
- Fleet Services
- Solid Waste
- Water Division
- Wastewater Division
- Facilities
- Engineering Department

Cesar Chavez Blvd. Widening

- **Budget:**
  - *$4.3M*
- **Project Status:**
  - *This project design is currently at 60% complete.*
  - *ADOT is currently working on utility clearance.*





10th Avenue Widening Design

- ***Budget:***
  - *$253,000.00*
- ***Project Status:***
  - *Phase 1 design is scheduled to be completed before January 2025.*
  - *Construction to begin in March 2025.*

Avenue B Widening

- ***Budget:***
  - *$75,610.00 (Contribution)*
- ***Project Status:***
  - *The design is scheduled to be completed by June 2025. Bid process to begin shortly after.*
  - *The ADOT HSIP project once complete will provide 5’ paved shoulders and rumble strips.*



Urtuzuastegui St. GSA Improvements

- ***Budget:***
  - *$359,000.00 (Contribution)*
- ***Project Status:***
  - *Improvements are scheduled to begin April of 2025.*



CITY OF SAN LUIS, AZ
PUBLIC WORKS
INC. 1979



Los Alamos Curve Realignment

- ***Budget:***
  - *$220,000.00 (Match)*
- ***Project Status:***
  - *Project is currently going through utility, r/w, and environmental clearance*
  - *Final design is scheduled to be complete by November 2025.*
  - *Bid process to begin December of 2025.*

Co. 22nd St. & Sidewinder Ave

Co. 22nd St. & Sidewinder Avenue Traffic Signal

- ***Budget:***
  - *$220,000.00*
- ***Project Status:***
  - *All the materials have arrived.*
  - *COSL is in the process of obtaining R/W on the north side of the intersection.*
  - *Expected to advertise in October 2024 with an estimated completion date of June 2025.*



Co. 22nd St. & 4th Avenue Improvements & Traffic Signal

- ***Budget:***
  - *$1,125,000.00*
- ***Project Status:***
  - *All materials have arrived for this project.*
  - *COSL is working on right-of-way acquisition and utility relocations.*
  - *Expected to advertised in December 2024 with an estimated project completion of June 2025.*

5th Ave. & Kennedy Ln. Road Improvement



- ***Budget:***
  - *$150,000.00*
- ***Project Status:***
  - *COSL is in the process of designing the improvements.*
  - *PW will be working with third-party vendors to complete this project along with PW staff by November 2024.*

Main St. & B St. Traffic Signal Design

- **Budget:**
  - *$30,000.00*
- **Project Status:**

This project will include:

- *Improvements to ADA ramps*
- *Widening of the southeast section and a traffic signal.*
- *Design to be complete by 1/30/25.*

Union St. & 4th Ave. Design

- ***Budget:***
  - *$300,000.00*
- ***Project Status:***
  - *Design to be completed by June 2025.*
  - *Order traffic signal long lead items.*



CITY OF SAN LUIS, AZ
PUBLIC WORKS
INC. 1979

Liberty St. Drainage Improvements

- ***Budget:***
  - *$94,950.00*
- ***Project Status:***
  - *The work will be completed by PW Staff along with 3rd party Contractors by December 2024.*

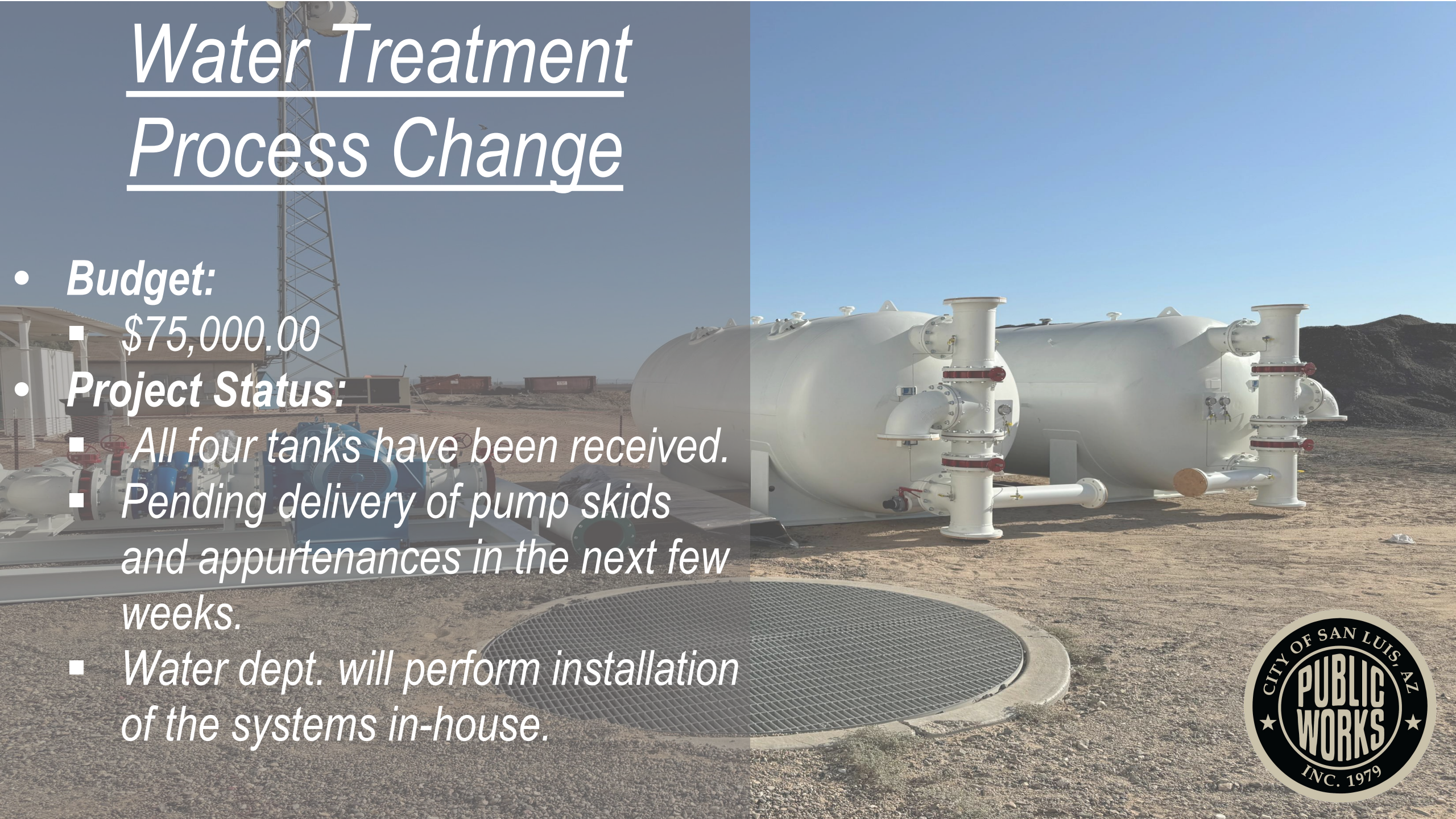


Radio System Upgrade
PW Divisions

- ***Budget:***
  - *$251,000.00*
- ***Project Status:***
  - *Radios have been ordered.*
  - *ETA for arrival is 12/30/24.*
  - *New radios will allow for communication with PD & Fire during an emergency event.*

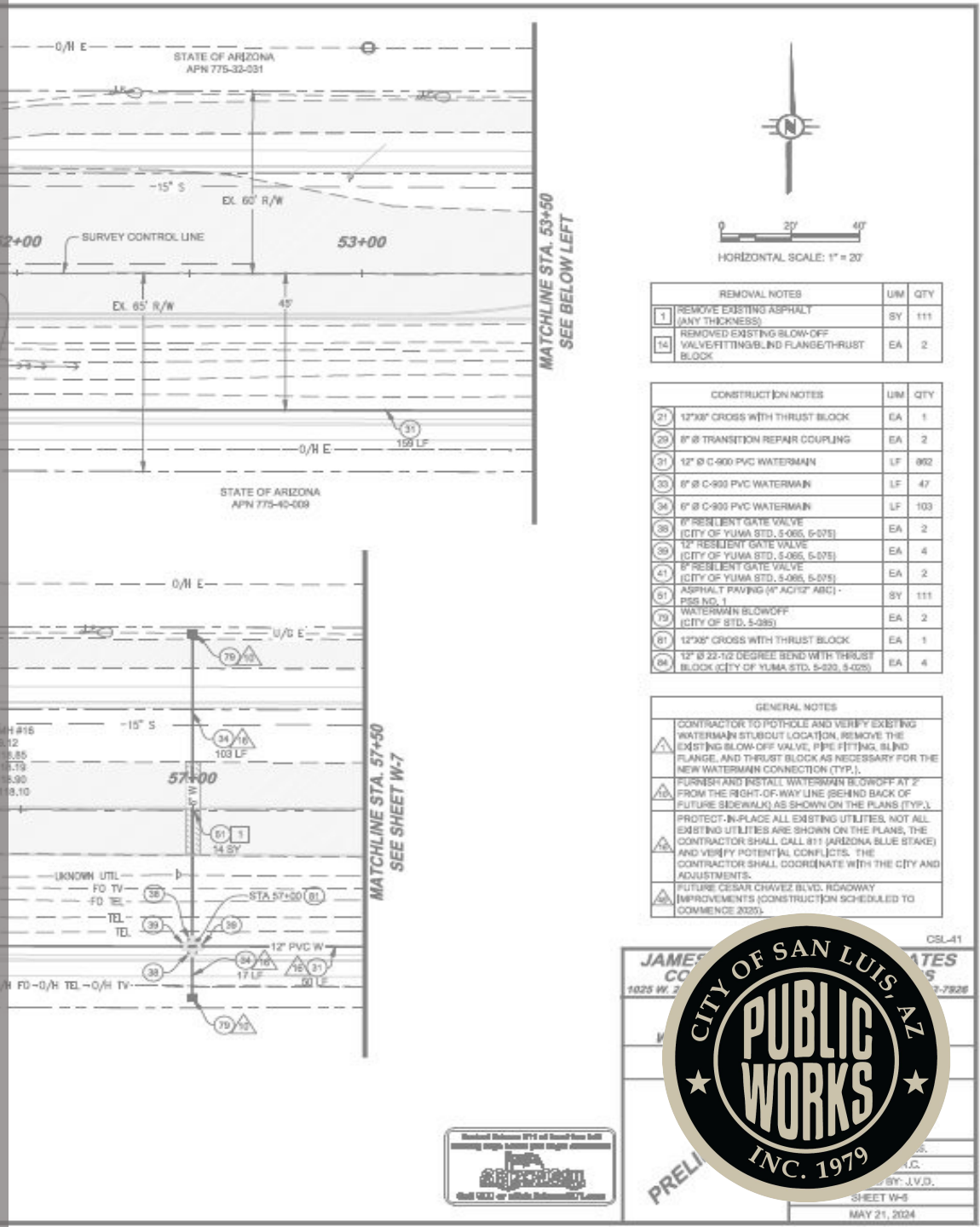
Water Treatment Process Change

- ***Budget:***
  - *$75,000.00*
- ***Project Status:***
  - *All four tanks have been received.*
  - *Pending delivery of pump skids and appurtenances in the next few weeks.*
  - *Water dept. will perform installation of the systems in-house.*



Cesar Chavez Blvd. Water Main Improvements

- **Budget:**
  - *$600,000.00*
- **Project Status:**
  - *Plans are 100% complete.*
  - *Expected to advertise in September 2024 with estimated completion by March 2025.*



Water Storage Tank #6 Rehabilitation

- ***Budget:***
  - *$800,000.00*
- ***Project Status:***
  - *Awarded to Viking Industrial Painting.*
  - *Contractor is scheduled to begin work on November 1, 2024, with a substantial completion date of April 2025.*



Well Site 7 New 2MG Water Storage Tank

- ***Budget:***
  - *$3,800,000.00*
- ***Project Status:***
  - *Awarded to Yuma Valley Contractors. Currently under construction.*
  - *Project scheduled duration is 334 days, with a substantial completion date of April 2025.*

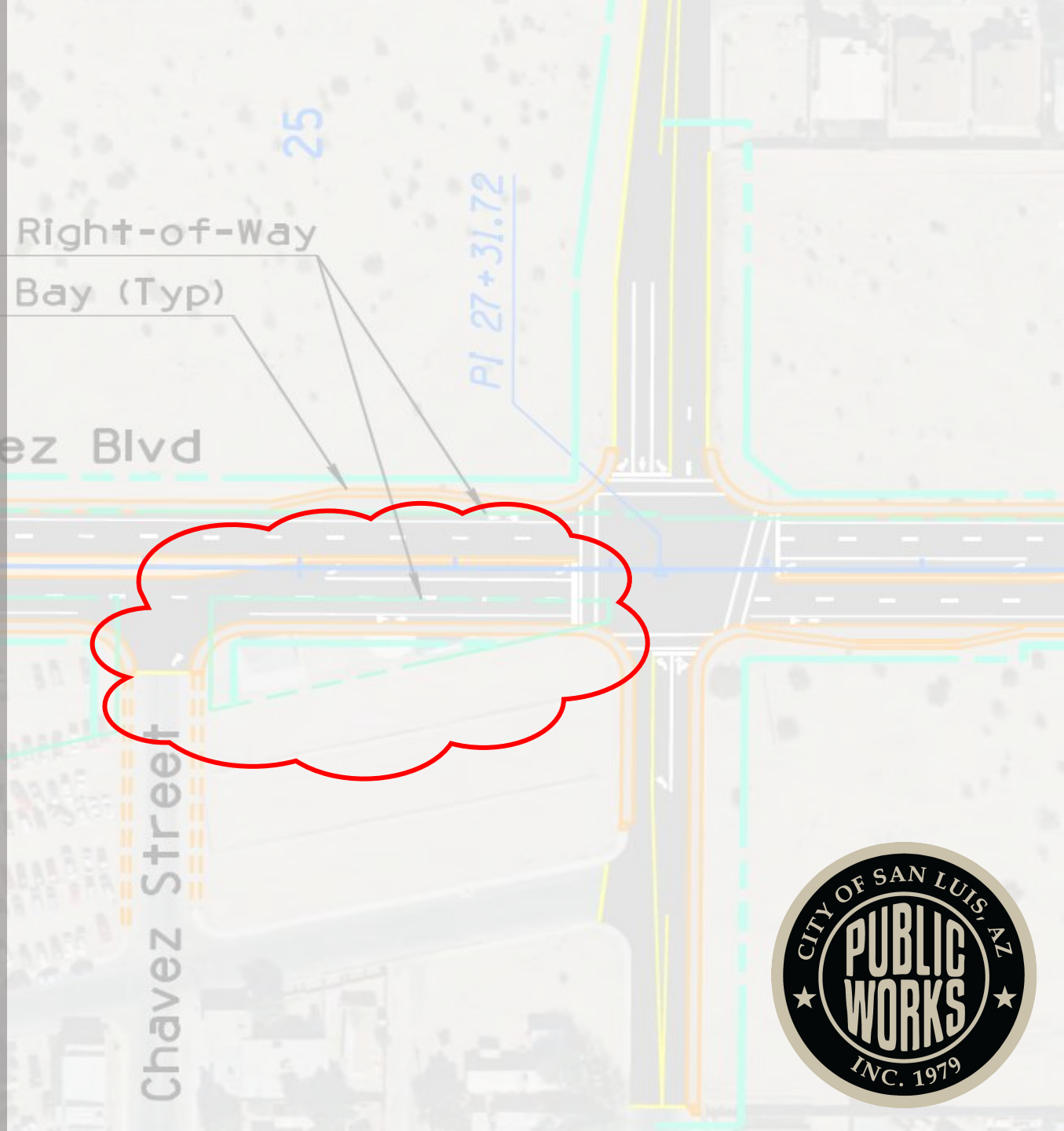


Well Site #5 New Well and Filtration System

- ***Budget:***
  - *$4,300,000.00*
- ***Project Status:***
  - *Awarded to MGC Contractors.*
  - *Pureflow equipment partially delivered.*
  - *PEMB arriving in October.*
  - *Project scheduled duration is 270 days, with a substantial completion by April 2025.*

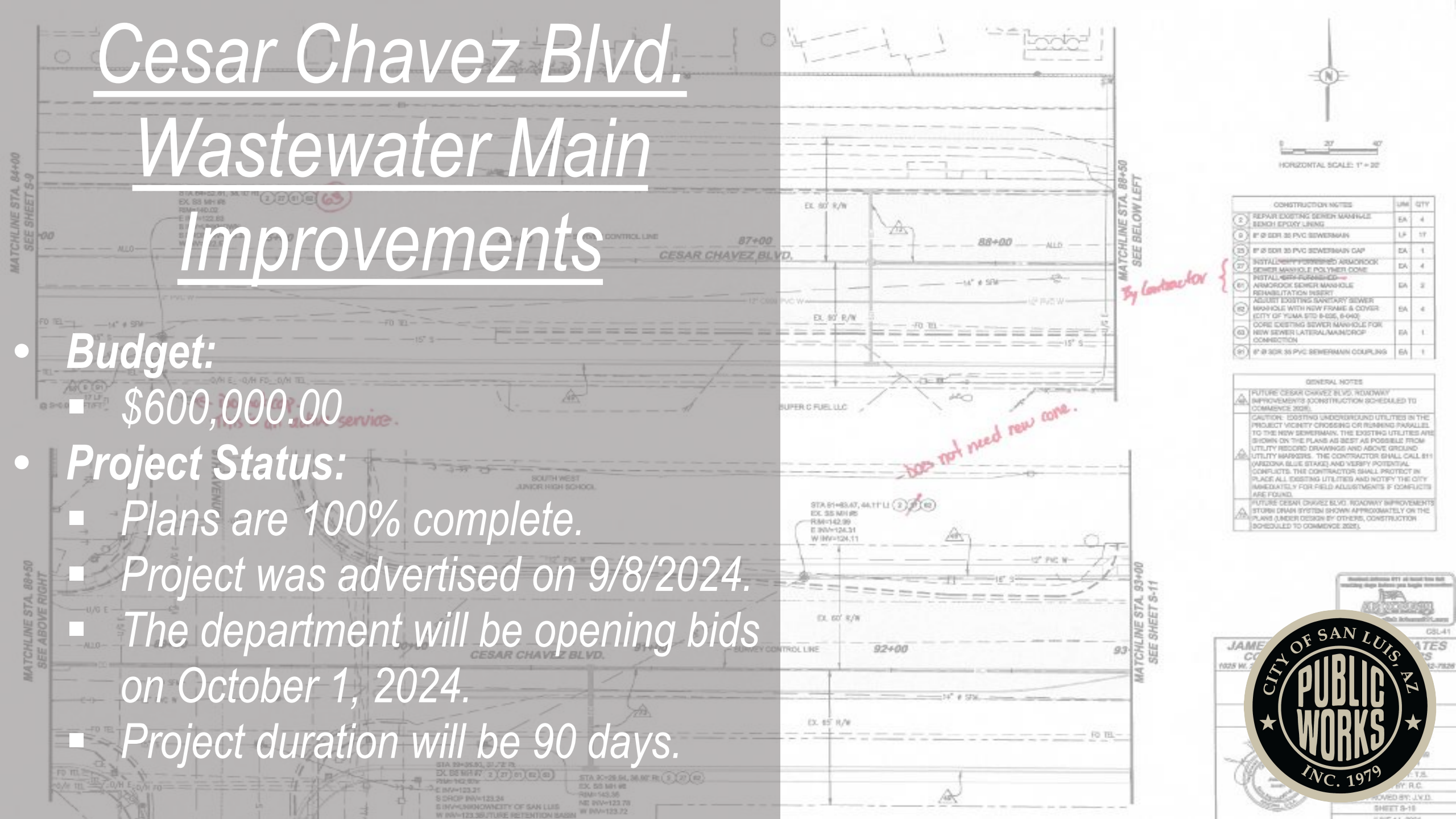
Abandon Well Sites #1 & #2

- ***Budget:***
  - *$100,000.00*
- ***Project Status:***
  - *Due to Cesar Chavez Blvd. expansion project, PW is expecting to demo Well Site #2 by March 2025, Well Site #1 to follow.*



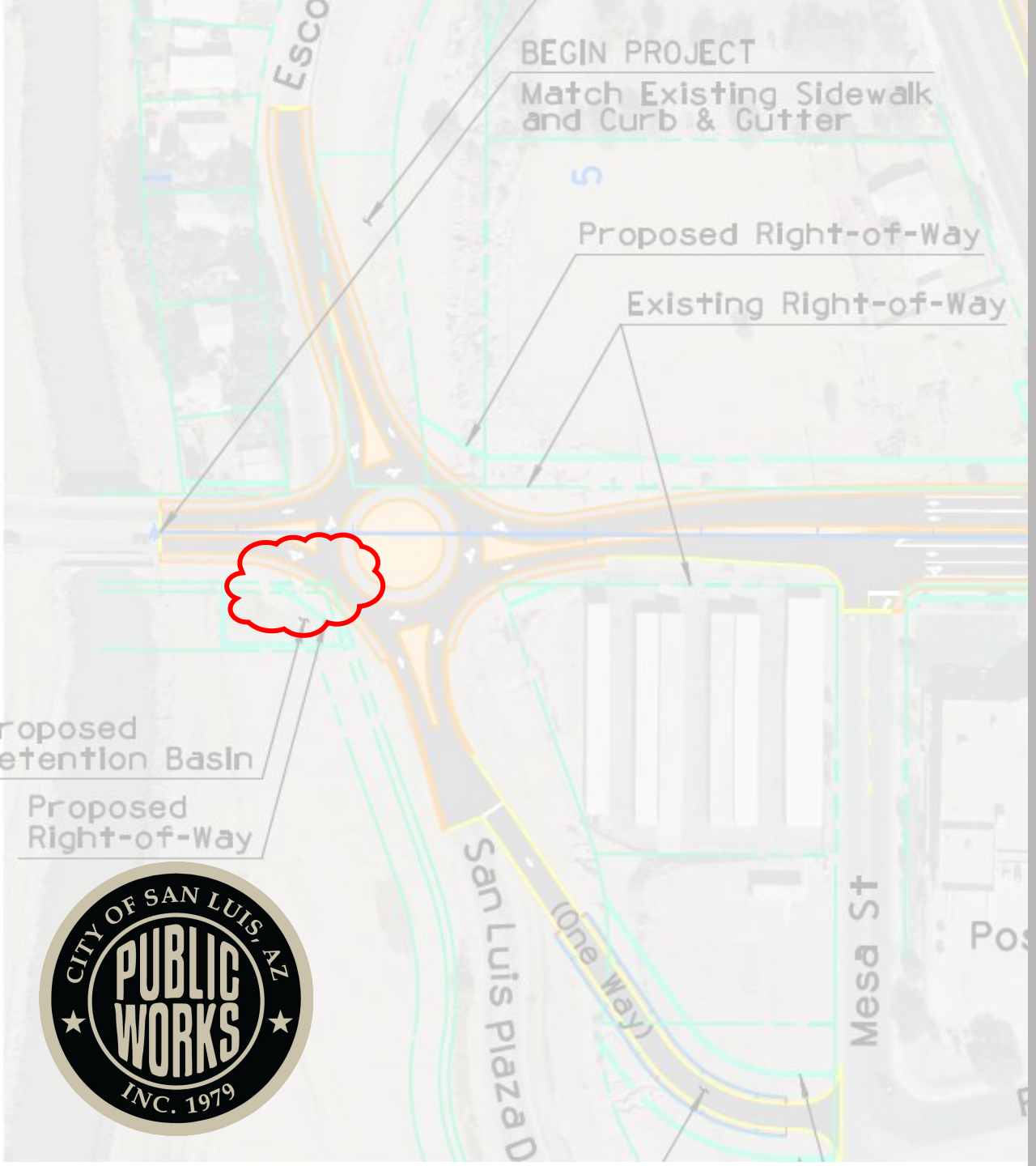
Cesar Chavez Blvd. Wastewater Main Improvements

- **Budget:**
  - *$600,000.00*
- **Project Status:**
  - *Plans are 100% complete.*
  - *Project was advertised on 9/8/2024.*
  - *The department will be opening bids on October 1, 2024.*
  - *Project duration will be 90 days.*

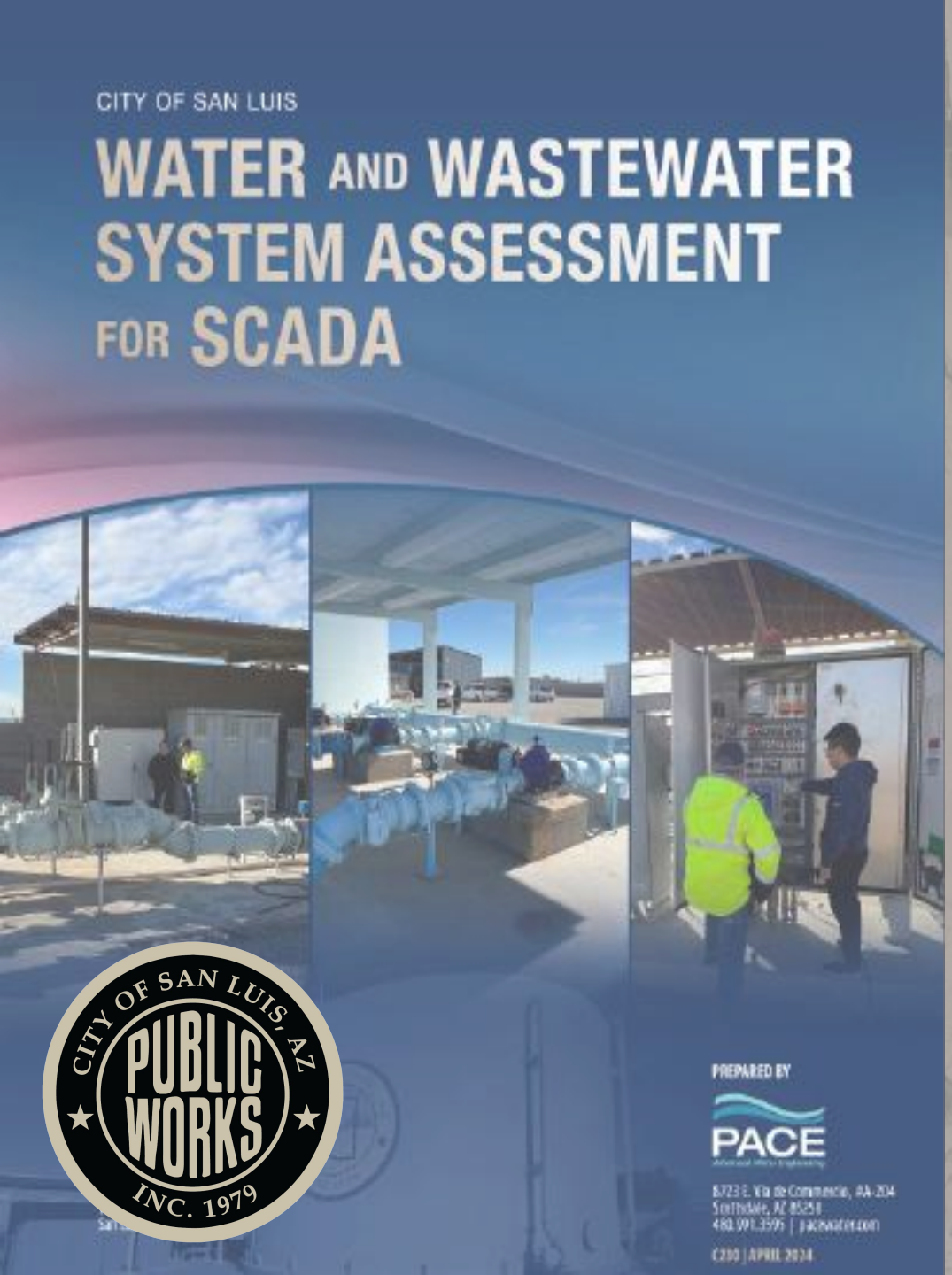


Escondido Lift Station Relocation

- **Budget:**
  - *$300,000.00*
- **Project Status:**
  - *Pending Cesar Chavez Blvd. designers to confirm if relocation is needed.*
  - *Plans are at 60% design.*







SCADA – Wastewater

- ***Budget:***
  - *$200,000.00*
- ***Project Status:***
  - *Full deployment cost is at $1.4M. This year approved allocation is $200K.*
  - *It has been determined to centralized SCADA at the West WWTP, which will be done during the plant expansion.*
  - *Cannot centralized SCADA at the East WWTP as it is also undergoing improvements and equipment replacements.*

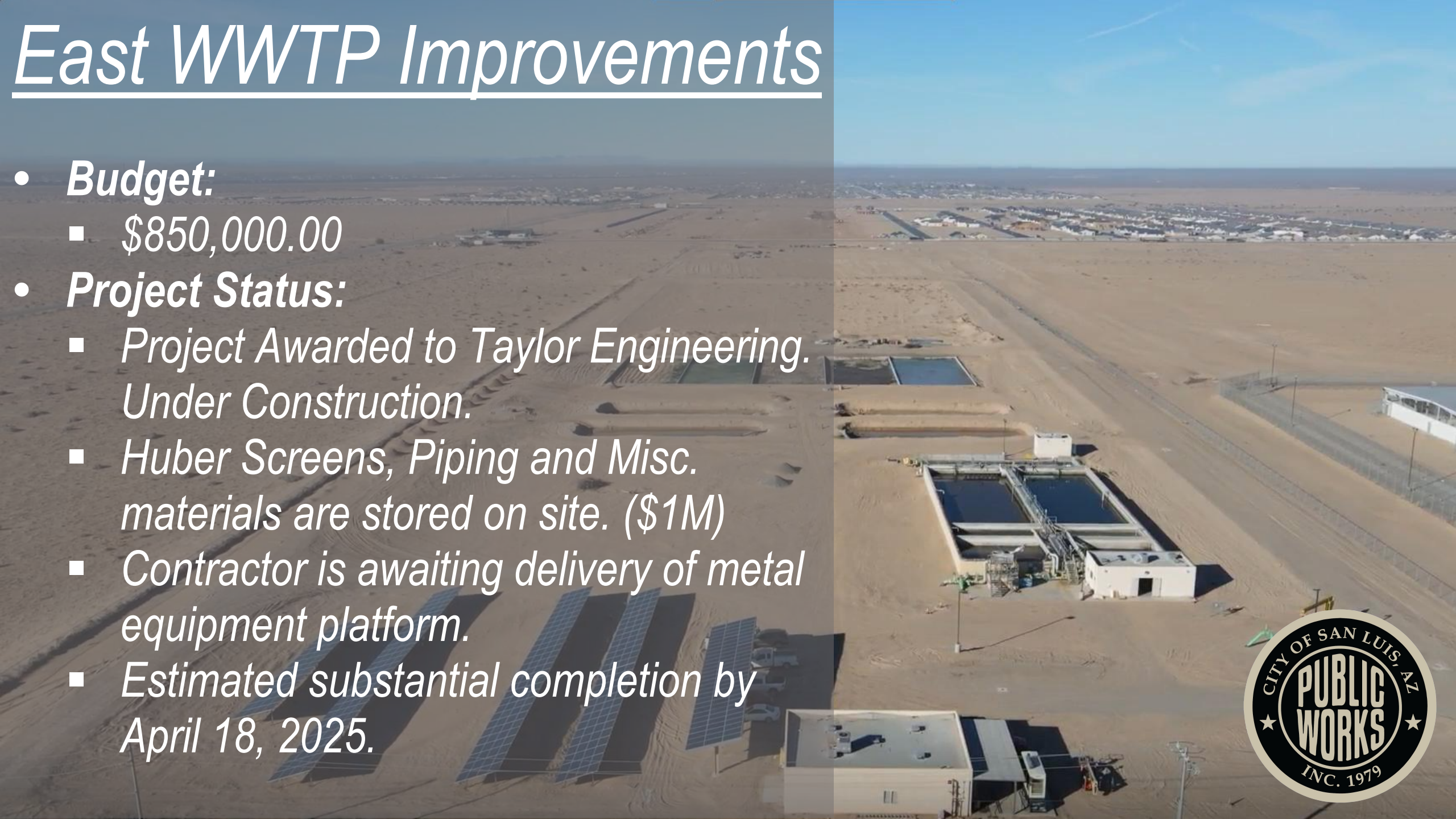
Lakin Lift Station Rehabilitation



- ***Budget:***
  - *$100,000.00*
- ***Project Status:***
  - *The WW department is sourcing all materials needed for the rehab (pipes & braces mainly). Materials are custom made/fabricated.*
  - *Installation will be done in-house by WW staff before June 2025.*

East WWTP Improvements

- ***Budget:***
  - *$850,000.00*
- ***Project Status:***
  - *Project Awarded to Taylor Engineering. Under Construction.*
  - *Huber Screens, Piping and Misc. materials are stored on site. ($1M)*
  - *Contractor is awaiting delivery of metal equipment platform.*
  - *Estimated substantial completion by April 18, 2025.*



West WWTP Expansion

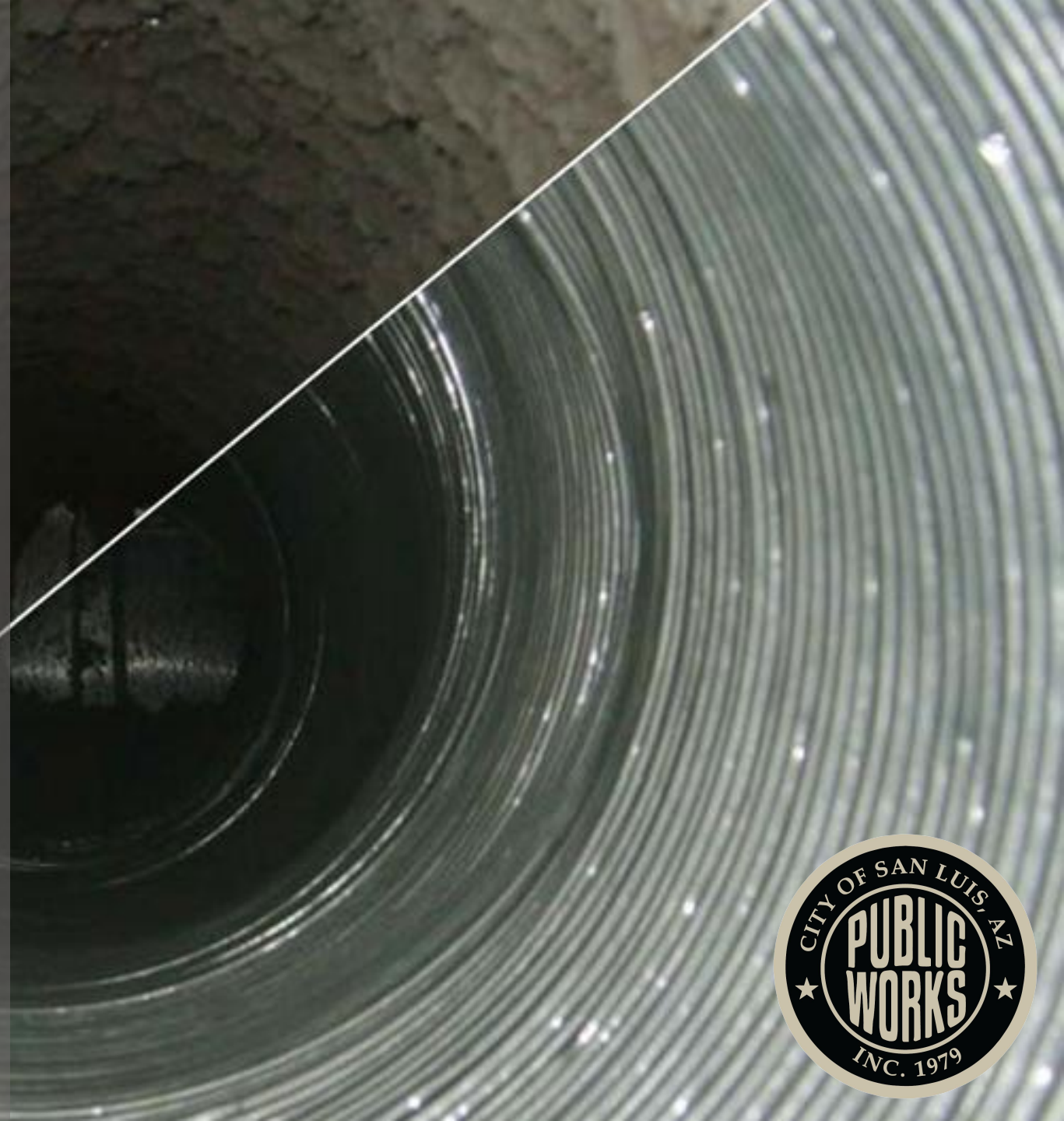
- ***Budget:***
  - *$6,000,000.00*
- ***Project Status:***
  - *Project Design Awarded to PACE. Currently at 30% design.*
  - *PW Staff visited 6 Membrane treatment plants (MBR) and received all positive feedback from the membrane plant operators.*
  - *COSL WW Operators attended an MBR workshop/training in New Mexico.*
  - *Operators' building is also under design.*
  - *PW is working on RFQ for CMAR selection and expects to have a Construction Manager at Risk (CMAR) on board by the end of October.*

Sewer Manholes Repair/Replacement

- ***Budget:***
  - *$100,000.00*
- ***Project Status:***
  - *The WW department has conducted an evaluation of 220 manholes.*
  - *This budget is expected to be reallocated for the CC Blvd. Sewer Improvements.*

Duct Cleaning

- ***Budget:***
  - *$79,950.00*
- ***Project Status:***
  - *Police Station, Fire Station, and City Hall.*
  - *Work needs to be scheduled during the winter.*
  - *Completion by June 2025.*



Door Access Controls

- **Budget:**
  - *$21,000.00*
- **Project Status:**
  - *Police Station, Fire Station, and City Hall.*
  - *Quotes have been acquired.*
  - *Completion by January 2025.*

Air Conditioning Units

- ***Budget:***
  - *$89,450.00*
- ***Project Status:***
  - *Quote based on 7 units being replaced.*
  - *Replacements performed as needed throughout the fiscal year.*



PRESENTATION

Regular City Council Meeting **4. C.**

Meeting Date: 10/09/2024

Submitted By: Nigel Reynoso, Police Department

Presentation Topic/Summary:

Presentation of Lifesaving Awards to Sergeant Carlos Bermudez, Officer Roger Espinoza, Officer Marleny Gonzalez, Officer Adrian Hemmer, and Officer Nayeli Soto. **(Nigel Reynoso, Chief of Police)**

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/09/2024

Summary

MINUTES OF

- Regular Council meeting held September 11, 2024

Attachments

9/11/2024 RCM

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
September 11, 2024
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the Regular City Council meeting to order at approximately 6:01 p.m.

PRESENT: Mayor Nieves Riedel
Council Member Maria Cecilia Cruz
Council Member Tadeo Azael De La Hoya
Council Member Matias Rosales (arrived at approximately 6:07 p.m.)
Council Member Javier Vargas

ABSENT: Vice Mayor Gloria Torres
Council Member Luis E. Cabrera

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Angel Ramirez, Fire Chief
Angelica Roldan, Director of Parks & Recreation
Antonio Maldonado, Multimedia Production & Operations Specialist
Armando Esparza, Director of Economic Development
Edgar Esparza, Billing & Collections Manager
Francia Alonso, Public Information Officer
Jorge Perez, Assistant Director of Public Works
Jose A. Guzman, Director of Development Services
Miguel Ramirez, Finance Accounting Manager
Olivia Jenkins, Administrative Services Manager
Roula Encinas, Director of Finance
Christian Cuevas, Translator
Lucky Hoyos, Resident
Luisa Arreola, Resident
Manuel Rojas, Resident
Maria Gonzalez, Resident
Mark Concha, Resident
Martha Ulloa, Resident
Ruben Walshe, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Tadeo Azael De La Hoya led the Pledge of Allegiance.

3. INVOCATION

Ms. Maria Cecilia Cruz – Church For The City led the invocation.

4. PROCLAMATION

4. A. Hispanic Heritage Month September 15, 2024 – October 15, 2024

Mrs. Sonia Cornelio, City Clerk, read the Proclamation by title only.

5. CONSENT AGENDA

5. A. MINUTES OF
- Regular Council meeting held August 14, 2024

5. B. DISBURSEMENTS
- From August 16, 2024 to September 4, 2024
Total $1,471,331.15 (One Million, Four Hundred Seventy-One Thousand, Three Hundred Thirty-One Dollars and Fifteen Cents)

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve the Consent Agenda as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

6. A. Discussion and possible action on any and all matters regarding the establishment of an MOU with CBP to assist in training their Emergency Medical Technicians. (Angel Ramirez, Fire Chief)

Mr. Angel Ramirez, Fire Chief, stated that the San Luis Fire Department was approached by Customs and Border Protection (CBP) indicating they had graduated a class of Emergency Medical Technicians (EMTs) and would like for the Fire Department to help with some training for their EMTs. The department works very closely with CBP, since 35% of the calls are to the Port of Entry. Staff recommends establishing a Memorandum of Understanding (MOU) with Customs and Border Protection.

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to approve the MOU with CBP to assist in training CBP Emergency Medical Technicians. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. B. Discussion and possible action on any and all items to create a Memorandum of Understanding with 1582, LLC, and the City of San Luis to conduct annual physicals. (Angel Ramirez, Fire Chief)

Mr. Angel Ramirez, Fire Chief, indicated that every year they do physicals for their Firegithers to maintain their health, safety and wellness. Staff is asking for the creation of a Memorandum of Understanding (MOU) with the company 1582. They will be doing the same physicals for the Firefighters at the City of Yuma.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve the MOU with 1582, LLC, to conduct the Firefighter's Annual Physicals. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. C. Discussion and possible action on any and all matters regarding Resolution No. 2332. A resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the designation of the Acting City Manager Jenny Torres and Fire Chief Angel Ramirez as Authorized Representatives for the Department of Emergency and Military Affairs; repealing conflicting provisions; and providing for severability. (Roula Encinas, Director of Finance)

Ms. Roula Encina, Director of Finance, described that this item updates the designation of authorized representatives for the City of San Luis under Arizona law, Arizona Revised Statute 26 and the Arizona Administrative Code, the City Council is required to appoint authorized representatives who can request funds from the Arizona Governor's Emergency Funds, as well as the managed recovery efforts during the governor's declared emergencies.

The last designation of representatives was in 2005, this resolution updates the appointments by assigning the current Acting City Manager Jenny Torres and Fire Chief Angel Ramirez. This will ensure the proper authorization in place for any further emergency recovery effort.

Council Member Tadeo Azael De La Hoya asked if it needed to have the name or just the position title?

Ms. Kay Macuil, City Attorney, responded that it requires to have a person, a contact.

MOTION: Council Member Javier Vargas/Council Member Tadeo Azael De La Hoya to approve and adopt Resolution No. 2332, designating Acting City Manager Jenny Torres and Fire Chief Angel Ramirez as authorized representatives for DIMA, as presented. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. D. Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2024-0570 - Barkley San Luis South and Ordinance No. 453. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the Official Zoning Map of the City of San Luis by changing the zoning classification of 37.14 acres from Rural Area Residential (RA -10) to Community Commercial (C-2) on property located at the northwest corner of Los Oros Street and Main Street; repealing any conflicting provisions; and providing for severability. (Jose A. Guzman, Director of Development Services)
A. Staff Presentation

Mr. Jose Guzman, Director of Development Services, explained that this is a request to rezone 37.4 acres from Rural Area Residential to Community Commercial C-2. The property is located on the northwest corner of Los Oros Street and Main Street. The reason for the rezoning if for future healthcare related uses. Staff recommends approval of the rezoning request with the conditions that the development shall comply with all the regulations applicable to commercial development, provide a traffic study and make any improvements required by the traffic study including any applicable contributions for future traffic lights. The item was presented to the Planning & Zoning Commission and they recommend approval with the conditions that staff recommended. The applicant is in agreement with the conditions, the applicant's representative will make a presentation about the project.

Dr. Bob Trenschel, President and CEO of Regional Medical Center, and Mr. Andres Salcido, Local Business Owner and Member of Yuma Regional Medical Center

Operating Board, provided a PowerPoint presentation on building a healthier tomorrow. He added that Yuma Regional Medical Center (YRMC) is interested in the land discussed in terms of building a healthcare facility in that location. He provided some background of his organization. They are a not for profit organization with a 406 licensed beds, there is a behavioral health hospital that has 24 beds and as part of that they are also starting a psychiatry residency program which will accept its first residence in July 2025. They have 40+ care locations throughout the county with over 3,600 employees; the average salary of their employees is $76,000.00. They count with over 450 medical staff and over 350 of those are employed by the organization. They have received quality recognition and accreditations as they strive to provide service to patients that is high quality and safe. Their robotic surgery program is recognized nationally not only as one of the busiest robotic surgery programs, but as the highest quality robotic surgery program. They have been delivering care to the City of San Luis residents since 2018 and will be expanding their location in San Luis this fall. They plan to build the San Luis Medical Center on the corner of Los Oros Street and Main Street, they are acquiring that land with the intent to grow. This facility will count with an inpatient hospital, emergency department, operating rooms, MRI, CT, ultrasounds, x-ray, mammography, lab, walk-in clinic and other clinics. They will be able to bring the cadre of specialists and providers they have at YRMC. They anticipate to complete this project by the first quarter of 2026.

Mayor Nieves Riedel and the City Council thanked YRMC for thinking about San Luis for this project.

B. Open the Public Hearing

Mayor Nieves Riedel opened the Public Hearing.

C. Call to the Public

Mayor Nieves Riedel called upon the public on this item; there were no comments from the public.

D. Close the Public Hearing

Mayor Nieves Riedel closed the Public Hearing

E. Action on Ordinance No. 453 by title only

MOTION: Council Member Matias Rosales/Council Member Tadeo Azael De La Hoya to approve the Reading of Ordinance No. 453 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 453 by title only.

F. Action on Ordinance No. 453

MOTION: Council Member Matias Rosales/Council Member Javier Vargas to approve and adopt Ordinance No. 453 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. E. Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2024-0571 - Barkley San Luis South and Ordinance No. 454. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the Official Zoning Map of the City of San Luis by changing the zoning classification of 36.15 acres from Light Industrial (L-I) to Community Commercial (C-2) on property located at the southwest corner of County 22nd Street and Main Street; repealing any conflicting provisions; and providing for severability. (Jose A. Guzman, Director of Development Services)

A. Staff presentation

Mr. Jose Guzman, Director of Development Services, stated that this is a request to rezone 36.15 acres to the north of the previous item for the construction of commercial development or the expansion of the hospital. Staff recommends approval with the same conditions, that the development complies with all the commercial development regulations and that a traffic study be completed for the area and provide any improvements required by the traffic study, including any contribution for future traffic lights. This item was presented to the Planning & Zoning Commission and they recommended approval as recommended by staff. The applicant is in agreement with the conditions.

B. Open the Public Hearing

Mayor Nieves Riedel opened the Public Hearing.

C. Call to the Public

Mayor Nieves Riedel called upon the public on this item; there were no comments from the public.

D. Close the Public Hearing
Mayor Nieves Riedel closed the Public Hearing.

E. Action on Ordinance No. 454 by title only

MOTION: Council Member Matias Rosales/Council Member Tadeo Azael De La Hoya to approve the Reading of Ordinance No. 454 by title only. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 454 by title only.

F. Action on Ordinance No. 454

MOTION: Council Member Matias Rosales/Council Member Javier Vargas to approve and adopt Ordinance No. 454. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. F. Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Juanita Alicia Esparza on behalf of Taqueria Aguilar Mexican Tacos & Guisados, located at 1914 E. Cesar Chavez Boulevard, San Luis, Arizona. (Sonia Cornelio, City Clerk)

Mayor Nieves Riedel declared a conflict of interest and asked Council Member Javier Vargas to take over the item.
A. Staff and/or Applicant presentation

Mrs. Sonia Cornelio, City Clerk, explained that ther office received the application and was posted at the proposed premises for the number of days as required by law. Her office did not receive any comments in favor of or against the application.

B. Open Public Hearing

Council Member Javier Vargas opened the Public Hearing.

C. Call to the public on this item

Council Member Javier Vargas called upon the public on this item; there were no comments from the public.

D. Close Public Hearing

Council Member Javier Vargas closed the Public Hearing.

E. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Taqueria Aguilar Mexican Tacos & Guisados

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Matias Rosales to recommend approval of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Taqueria Aguilar Mexican Tacos and Guisados, as presented. Motion passed with three (3) aye votes, one (1) nay vote by Council Member Maria Cecilia Cruz and one (1) abstention by Mayor Nieves Riedel.

The vote was as follows:

Mayor Nieves Riedel	Abstained
Council Member Maria Cecilia Cruz	Nay
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

6. G. Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of an Application for Extension of Premises/Patio Permit to the Arizona Department of Liquor Licenses and Control to authorize La Bodega Kitchen and Bar to sell alcohol on September 27 and 28, 2024, during the Southwest Off-Road Series (SOS) Registration Event and on November 1 and 2, 2024 during the La Bodega Halloween Bash 2024. (Ruben Walshe, La Bodega Kitchen and Bar)

Mayor Nieves Riedel declared a conflict of interest and asked Council Member Javier Vargas to take over the item.

A. Staff/Applicant Presentation

Mr. Ruben Walshe, La Bodega Kitchen and Bar, stated that these events are the same events held in the past.

B. Open Public Hearing

Council Member Javier Vargas opened the Public Hearing.

C. Call to the public on this item

Council Member Javier Vargas called upon the public on this item; there were no comments from the public.

D. Close Public Hearing

Council Member Javier Vargas closed the Public Hearing.

E. Action on Application for Extension of Premises/Patio Permit to the Arizona Department of Liquor Licenses & Control

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Matias Rosales to recommend approval to the Arizona Department of Liquor Licenses and Control the application for a Temporary Extension of Premises/Patio Permit for La Bodega, LLC, as presented. Motion passed with three (3) aye votes, one (1) nay vote by Council Member Maria Cecilia Cruz and one (1) abstention by Mayor Nieves Riedel.

The vote was as follows:

Mayor Nieves Riedel	Abstained
Council Member Maria Cecilia Cruz	Nay
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	Aye

7. SUMMARY OF CURRENT EVENTS

Council Member Javier Vargas reported that two (2) weeks ago, Council Members Matias Rosales, Maria Cecilia Cruz and himself attended the League of Arizona Cities and Towns 2024 Annual Conference, where Council Members Matias Rosales, Maria Cecilia Cruz and Vice Mayor Gloria Torres were recognized for their years of service. He also thanked and recognized the teachers and students of the Gadsden School District and all city staff that was part of the city's showcase during this event.

Council Member Matias Rosales commented that spectators look for the City of San Luis booth at the showcase since it is very popular due to the students from Gadsden School District participating in the Mariachi and Conjunto. He also added that during this event, he represented Mayor Nieves Riedel in one of the panels regarding border trade issues along with other border community mayors. Furthermore, he reported he was a panelist in Tucson for the Arizona Infrastructure and Projects that are going on in

the community and discussed what cross border economic means to border communities.

Council Member Tadeo Azael De La Hoya reported that he and other Elected Officials met Colonel Fuentes from the Mexican Port of Entry; he has been on the job for three (3) weeks and stated he will make possible changes that will better the traffic flow into Mexico as they expressed their concerns about the line.

Council Member Maria Cecilia Cruz commented on one of the sessions she attended during the League of Arizona Cities and Towns 2024 Annual Conference adding that some of the points on the REM Managing Community Assets discussed were collaborative strategies on how to make facilities better for the community, state partnerships like Arizona Alliance, Arizona Heritage Fund and the local non-profits.

8. ADJOURNMENT

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Javier Vargas to adjourn the Regular Council meeting at approximately 6:42 p.m. Motion passed unanimously.

The vote was as follows:

Mayor Nieves Riedel	Aye
Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Matias Rosales	Aye
Council Member Javier Vargas	

APPROVED:

_____
Nieves Riedel, 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 September 11, 2024. 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: 10/09/2024

Summary

DISBURSEMENTS
From 9/19/2024 to 10/3/2024
Total $2,601,554.38
(Two Million, Six Hundred One Thousand, Five Hundred Fifty-Four Dollars and Thirty-Eight Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING OCTOBER 09, 2024
Disbursement Report from 09/19/2024 TO 10/03/2024

Bank Accounts	Check Date	Amount	Schedule
Payroll Check Account	09/18/2024	$ 40,290.50	Schedule A
Accounts Payable Check Account	09/20/2024	$ 863,829.61	Schedule B
Payroll Check Account	09/26/2024	$ 515,966.31	Schedule C
Accounts Payable Check Account	09/27/2024	$ 1,181,467.96	Schedule D
	Total Disbursements:	**$ 2,601,554.38**	

Please contact Ms. Roula Encinas or Mr. Miguel Ramirez prior to the meeting if additional information is needed.

Prepared by Karla Plascencia: _____

Verified by Finance: _____ RA Encinas

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
2024 OCT -3 P 5:08
CITY OF SAN LUIS
OFFICE OF THE CITY CLERK

Pay Day Register

Pay Date Range 09/17/24 - 09/17/24
Pay Batch 202451RA

Pay Batch 202451RA Total

Employees in Pay Batch 16
Female Employees in Pay Batch 2

Hours Description	Hours	Gross
926 - PSPRS/ASRS REFUND	.0000	44,945.50
Total	0.0000	$44,945.50

Withholdings and Deductions		Gross Base
Gross	44,945.50	
Imputed Income		
FEDERAL TAX WITHHOLDING	3,866.03	44,945.50
STATE WITHHOLDING	788.97	44,945.50
Net	$40,290.50	

Benefits	Gross Base
Employer Taxes	Gross Base
Workers' Comp	Gross Base

Direct Deposits	Amount
Check	$40,290.50

Roula J. de Encinas

Digitally signed by: Roula J. de Encinas
DN: CN = Roula J. de Encinas email = rencinas@sanluisaz.gov C = US O = City of San Luis
Date: 2024.09.18 13:35:01 -07'00'

SCHEDULE A

City of San Luis

Payment Register

From Payment Date: 9/16/2024 - To Payment Date: 9/20/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
110119	09/20/2024	Open			Accounts Payable	AED EVERYWHERE, INC.	$828.73		
110120	09/20/2024	Open			Accounts Payable	AIRGAS USA LLC	$1,442.99		
110121	09/20/2024	Open			Accounts Payable	ATONDO, GUADALUPE	$50.00		
110122	09/20/2024	Open			Accounts Payable	BELL USA LLC	$3,090.93		
110123	09/20/2024	Open			Accounts Payable	BLX GROUP LLC,	$500.00		
110124	09/20/2024	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$2,573.98		
110125	09/20/2024	Open			Accounts Payable	CENTURYLINK	$5,609.17		
110126	09/20/2024	Open			Accounts Payable	CONTRERAS, YESENIA	$1,090.80		
110127	09/20/2024	Open			Accounts Payable	DAVE BANG ASSOC. INC.	$17,632.28		
110128	09/20/2024	Open			Accounts Payable	DE LA HOYA, TADEO	$59.00		
110129	09/20/2024	Open			Accounts Payable	EMPIRE MACHINERY	$1,823.72		
110130	09/20/2024	Open			Accounts Payable	ESPARZA, ARMANDO	$145.00		
110131	09/20/2024	Open			Accounts Payable	FITZGIBBONS LAW OFFICES, P.L.C.	$5,107.50		
110132	09/20/2024	Open			Accounts Payable	GEOTECHNICAL TESTING SERVICES INC	$250.00		
110133	09/20/2024	Open			Accounts Payable	I AM WELLNESS STUDIO, LLC	$180.00		
110134	09/20/2024	Open			Accounts Payable	IMSA GARAGE DOORS LLC	$3,540.00		
110135	09/20/2024	Open			Accounts Payable	INDUSTRIAL COMMISSION OF AZ	$95,625.24		
110136	09/20/2024	Open			Accounts Payable	JC WELDING, LLC	$1,396.00		
110137	09/20/2024	Open			Accounts Payable	JUAREZ DIAZ, DANIEL	$99.31		
110138	09/20/2024	Open			Accounts Payable	LEADSONLINE PARENT, LLC	$4,072.00		
110139	09/20/2024	Open			Accounts Payable	LIBERTY MOTORSPORTS	$617.62		
110140	09/20/2024	Open			Accounts Payable	LOOMIS	$4,874.73		
110141	09/20/2024	Open			Accounts Payable	LOPEZ, REYNIER	$135.46		
110142	09/20/2024	Open			Accounts Payable	LOWE'S HIW, INC.	$2,133.27		
110143	09/20/2024	Open			Accounts Payable	MARTIN'S CUSTOM CABINETS, LLC	$3,420.00		
110144	09/20/2024	Open			Accounts Payable	MARTINEZ, ROGELIO	$145.00		
110145	09/20/2024	Open			Accounts Payable	MCCURLEY, DOYLE	$2,000.00		
110146	09/20/2024	Open			Accounts Payable	OCHOA, ANTONIO	$25.86		
110147	09/20/2024	Open			Accounts Payable	PAWS AND TAILS FEED AND GRAIN LLC	$1,304.00		
110148	09/20/2024	Open			Accounts Payable	PERU, JULISSA, ALEJANDRA	$130.00		
110149	09/20/2024	Open			Accounts Payable	PIERCE COLEMAN PLLC	$1,711.00		
110150	09/20/2024	Open			Accounts Payable	RASCON, RAUL	$50.00		
110151	09/20/2024	Open			Accounts Payable	RED WING BRANDS OF AMERICA INC	$455.97		
110152	09/20/2024	Open			Accounts Payable	ROBERT HALF INC.	$1,050.00		
110153	09/20/2024	Open			Accounts Payable	ROSALES, MATIAS	$48.87		
110154	09/20/2024	Open			Accounts Payable	RUMBLEON DEALERS, INC.	$38,892.40		
110155	09/20/2024	Open			Accounts Payable	RUSH TRUCK CENTER	$1,013.13		
110156	09/20/2024	Open			Accounts Payable	SAN LUIS AZ ROTARY CLUB	$636.00		
110157	09/20/2024	Open			Accounts Payable	SANFORD, JAMES	$9,572.96		
110158	09/20/2024	Open			Accounts Payable	SOLANO, CARLOS	$90.00		
110159	09/20/2024	Open			Accounts Payable	SOUTH YUMA COUNTY LANDFILL	$32,948.19		
110160	09/20/2024	Open			Accounts Payable	SPOISK, MARIA, ISABEL	$750.00		
110161	09/20/2024	Open			Accounts Payable	THE HOME DEPOT	$1,409.46		
110162	09/20/2024	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	$3,029.62		

SCHEDULE B

City of San Luis

Payment Register

From Payment Date: 9/16/2024 - To Payment Date: 9/20/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
110163	09/20/2024	Open			Accounts Payable	VARGAS, JAVIER	$59.00		
110164	09/20/2024	Open			Accounts Payable	WESTERN CONSTRUCTION COMPONENTS, INC.	$2,614.44		
110165	09/20/2024	Open			Accounts Payable	YUMA COUNTY SUPERIOR COURT	$12,342.11		
110166	09/20/2024	Open			Accounts Payable	YUMA PRIVATE INDUSTRY COUNCIL	$605.00		
110167	09/20/2024	Open			Accounts Payable	YUMA VALLEY CONTRACTORS	$104,324.89		
110168	09/20/2024	Open			Accounts Payable	REPUBLIC SERVICES, INC.	$6,747.91		
110169	09/20/2024	Open			Accounts Payable	AUTOZONE STORES, INC	$4,648.40		
110170	09/20/2024	Open			Accounts Payable	CORREA, MARCO	$200.00		
Type Check Totals:					52 Transactions		$383,101.94		
EFT									
6193	09/20/2024	Open			Accounts Payable	ADEMCO INC,	$832.86		
6194	09/20/2024	Open			Accounts Payable	AMBERLY'S PLACE	$3,750.00		
6195	09/20/2024	Open			Accounts Payable	BTE BODY COMPANY INC	$9,497.20		
6196	09/20/2024	Open			Accounts Payable	CDWG	$486.64		
6197	09/20/2024	Open			Accounts Payable	CONSULTANT ENGINEERING INC	$162.16		
6198	09/20/2024	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	$1,487.50		
6199	09/20/2024	Open			Accounts Payable	CORRAL, RICARDO	$105.00		
6200	09/20/2024	Open			Accounts Payable	CRAFCO INC.	$13,860.81		
6201	09/20/2024	Open			Accounts Payable	CUEVAS, CHRISTIAN	$50.00		
6202	09/20/2024	Open			Accounts Payable	DESERT WATER STORE INC	$294.43		
6203	09/20/2024	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$2,655.00		
6204	09/20/2024	Open			Accounts Payable	FRUTH GROUP INC	$108.51		
6205	09/20/2024	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	$15,940.75		
6206	09/20/2024	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$980.00		
6207	09/20/2024	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	$8,333.34		
6208	09/20/2024	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	$10,822.50		
6209	09/20/2024	Open			Accounts Payable	MAJCO LLC	$1,352.24		
6210	09/20/2024	Open			Accounts Payable	MGC CONTRACTORS, INC	$353,421.00		
6211	09/20/2024	Open			Accounts Payable	POLAR ICE LLC	$188.21		
6212	09/20/2024	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	$5,441.19		
6213	09/20/2024	Open			Accounts Payable	R.D. OFFUTT COMPANY	$77.65		
6214	09/20/2024	Open			Accounts Payable	RAMIREZ ADVISORS INTER-NATIONAL,LLC	$7,500.00		
6215	09/20/2024	Open			Accounts Payable	ROACH PEST CONTROL	$105.00		
6216	09/20/2024	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	$2,774.78		
6217	09/20/2024	Open			Accounts Payable	RWC INTERNATIONAL LTD	$361.15		
6218	09/20/2024	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$1,150.00		
6219	09/20/2024	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$642.41		
6220	09/20/2024	Open			Accounts Payable	SOUTHWEST MERCH LLC	$62.50		
6221	09/20/2024	Open			Accounts Payable	SPECTRUM BUSINESS	$6,171.51		
6222	09/20/2024	Open			Accounts Payable	STRONG, CAMERON, T	$185.00		
6223	09/20/2024	Open			Accounts Payable	VERIZON COMMUNICATIONS INC	$3,182.13		
6224	09/20/2024	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$2,293.71		
6225	09/20/2024	Open			Accounts Payable	WESTLAND RESOURCES, INC	$7,340.40		

City of San Luis

Payment Register

From Payment Date: 9/16/2024 - To Payment Date: 9/20/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
6226	09/20/2024	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	$167.79		
6227	09/20/2024	Open			Accounts Payable	YUMA COUNTY SHERIFF'S OFFICE	$145.60		
6228	09/20/2024	Open			Accounts Payable	YUMA NURSERY LLC	$370.00		
6230	09/20/2024	Open			Accounts Payable	AMAZON.COM SALES, INC.	$5,991.79		
6231	09/20/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	$3,138.14		
6232	09/20/2024	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$9,298.77		
Type EFT Totals:					39 Transactions		$480,727.67		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	$383,101.94	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	52	$383,101.94	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	39	$480,727.67	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	39	$480,727.67	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	$863,829.61	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	91	$863,829.61	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**52**	**$383,101.94**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**52**	**$383,101.94**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**39**	**$480,727.67**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**39**	**$480,727.67**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**91**	**$863,829.61**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**91**	**$863,829.61**	**$0.00**

Karla Plascencia

Digitally signed by: Karla Plascencia
DN: CN = Karla Plascencia email = kplascencia@sanluisaz.gov C = US O = City of San Luis OU = Finance
Date: 2024.09.20 17:27:45 -07'00'

Pay Day Register

Pay Date Range 09/07/24 - 09/20/24

Pay Batch 202420

Pay Batch 202420 Total

Employees in Pay Batch 341

Female Employees in Pay Batch 102

Hours Description	Hours	Gross
100 - REGULAR	24,836.7500	592,820.10
1000 - ADMIN LEAVE	80.0000	2,557.60
1001 - LEAVE WITHOUT PAY	139.2800	.00
1005 - BEREAVEMENT	30.0000	524.40
1007 - ON CALL WORKED HOURS	24.0000	539.71
1009 - PART TIME	653.1069	11,666.72
1010 - PART TIME FIREFIGHTERS	300.5000	5,740.25
105 - MILITARY LEAVE	28.0000	732.48
201 - OVERTIME	1,638.0000	57,297.73
202 - OP STONE GARDEN- O.T.	392.5000	20,120.79
2023 - FMLA - SICK LEAVE	16.0000	321.40
2024 - FMLA - VACATION LEAVE	34.0000	625.60
203 - DUI ABATEMENT	37.5000	1,714.64
2036 - MARSHALS OT	22.0000	896.28
2038 - FMLA - LEAVE WITHOUT	50.0000	.00
210 - SRO	80.0000	2,508.03
300 - VACATION EARNED	1,334.8200	.00
301 - VACATION USED	990.6500	26,915.95
400 - SICK EARNED	1,251.7100	.00
405 - SCHEDULED SICK LEAVE	221.8200	5,514.01
406 - UNSCHEDULED SICK LEAVE	422.0000	9,330.28
501 - WC PUBLIC SAFETY USED	67.0000	2,159.41
502 - ON CALL PAY I.T.	.0000	100.00
503 - STAND-BY PAY	646.8000	1,293.60
806 - TELEPHONE STIPEND	.0000	1,150.00
900 - COMPENSATION EARNED	5.0000	.00
901 - COMPENSATION USED	17.6250	352.96
921 - STEP OVERTIME	17.0000	929.74
923 - BORDER FITNESS - GYM	.0000	300.00
932 - 24-7 GET FIT - GYM	.0000	1,323.00
965 - PD - STAND-BY PAY	.0000	2,192.00
967 - FD - SPECIAL ASSIGNEMNT	223.0000	446.00
Total	33,559.0619	$750,072.68

Withholdings and Deductions		Gross Base
Gross	750,072.68	
Imputed Income		
FEDERAL TAX WITHHOLDING	48,171.99	648,148.18
SOCIAL SECURITY TAX	46,504.41	750,072.68
MEDICARE	10,876.33	750,072.68
STATE WITHHOLDING	14,058.99	648,148.18
24-7 GET FIT- GYM	1,323.00	.00
AM. FIDELITY - HEALTH FSA	233.33	.00
AM. FIDELITY- ACCIDENT-POST	34.39	.00
AM. FIDELITY- ACCIDENT-PRE	557.40	.00
AM. FIDELITY- CANCER-POST	28.70	.00
AM. FIDELITY- CANCER-PRE TAX	158.25	.00
AM. FIDELITY- GCI -POST TAX	63.84	.00
AM. FIDELITY- GHI- PRE TAX	283.46	.00
AM. FIDELITY- LIFE -POST TAX	392.90	.00
AM. FIDELITY- TX LIFE -POST	191.27	.00
AZ COPS - SLPD	520.00	.00
AZ STATE RETIREMENT	50,513.99	416,781.66
BORDER GYM - GYM	300.00	.00
CHILD SUPPORT 2	234.46	.00
DEFERRED COMP - ROTH	925.00	.00
DEFERRED COMP - ROTH	328.61	9,137.47
DEFERRED COMPENSATION	3,515.00	.00
DEFERRED COMPENSATION	758.07	7,147.20
FOP/ALC	420.00	.00
GARNISHMENT - CHILD	2,968.33	.00
IAFF- FIRE DEPT	1,570.00	.00
LEGAL SHIELD	59.31	.00
LONG TERM DISABILITY	625.20	416,781.66
MANHATTANLIFE ASSURANCE	114.08	.00
MASS MUTUAL - LIFE	9.77	.00
MEX ONLY DENTAL - EE &	183.20	.00
MEX ONLY DENTAL - EE &	512.82	.00
MEX ONLY DENTAL - EE &	196.94	.00
MEX ONLY HEALTH - EE & CH	414.88	.00
MEXICO ONLY HEALTH - EE &	1,893.25	.00
MEXICO ONLY HEALTH - EE &	518.60	.00
MISCELLANEOUS	195.00	.00
NEW YORK LIFE - LIFE INS	36.49	.00

Benefits		Gross Base
ASRS ALTERNATE	522.54	5,128.00
AZ STATE RETIREMENT	50,513.99	416,781.66
DENTAL = FAMILY	457.70	.00
LONG TERM DISABILITY	625.20	416,781.66
MEDICAL MEX ONLY - EE &	1,414.40	.00
MEDICAL MEX ONLY - EE &	6,454.25	.00
MEDICAL MEX ONLY - EE &	1,768.00	.00
MEDICAL MEX ONLY - EE ONLY	440.80	.00
MEX & US HEALTH = EE	54,435.60	.00
MEX ONLY DENTAL - EE &	142.40	.00
MEX ONLY DENTAL - EE &	398.58	.00
MEX ONLY DENTAL - EE &	149.52	.00
MEX ONLY DENTAL - EE ONLY	56.98	.00
PSPRS - ALTERNATE	283.38	3,542.22
PSPRS FIRE DB NORM - TIER 1	11,129.40	87,909.88
PSPRS FIRE DB NORM - TIER 2	1,138.27	8,991.05
PSPRS FIRE DB NORM - TIER 3	5,468.55	61,513.16
PSPRS FIRE DB UNFUND - TIER	527.45	87,909.88
PSPRS FIRE DB UNFUND - TIER	53.95	8,991.05
PSPRS FIRE DB UNFUND - TIER	436.73	61,513.16
PSPRS POLICE DB NORM - TIER	7,019.98	70,340.28
PSPRS POLICE DB NORM - TIER	986.76	9,887.33
PSPRS POLICE DB NORM - TIER	4,785.18	53,826.46
PSPRS POLICE DB UNFUND -	3,116.07	70,340.28
PSPRS POLICE DB UNFUND -	533.67	12,046.74
PSPRS POLICE DB UNFUND -	2,562.16	53,826.46
STANDARD LIFE	2,823.09	.00
STANDARD LTD	1,538.31	284,033.95
STANDARD STD	5,110.69	.00
U.S. MEX DENTAL - EE &	414.44	.00
U.S. MEX DENTAL - EE &	95.64	.00
US & MEX DENTAL - EE	2,973.12	.00
US & MEX HEALTH = C	18,924.75	.00
US & MEX HEALTH = FAMILY	25,980.15	.00
US & MEX HEALTH = SP	3,396.75	.00
VISION - SINGLE	1,109.55	.00
VSP- VISION	577.50	.00
WC PSPRS 17.63	380.70	2,159.41
Total	$218,746.20	

SCHEDULE C

Pay Day Register

Pay Date Range 09/07/24 - 09/20/24

Pay Batch 202420

PAC FUND- FIRE DEPT.	129.00	.00
PS DEFERRED COMP - ROTH	655.00	.00
PS DEFERRED COMP - ROTH	541.87	5,418.72
PS DEFERRED COMP TIAA -	349.15	8,101.10
PS DEFERRED COMPENSATION	1,590.00	.00
PSPRS FIRE DB RATE - TIER 1a	5,617.22	73,427.82
PSPRS FIRE DB RATE - TIER 1b	1,107.88	14,482.06
PSPRS FIRE DB RATE - TIER 2	687.82	8,991.05
PSPRS FIRE DB RATE - TIER 3	5,468.55	61,513.16
PSPRS POLICE DB RATE - TIER	3,788.14	49,518.07
PSPRS POLICE DB RATE - TIER	1,592.89	20,822.21
PSPRS POLICE DB RATE - TIER 2	756.37	9,887.33
PSPRS POLICE DB RATE - TIER 3	4,785.18	53,826.46
STANDARD LIFE ADDTNL	864.51	.00
TRANSWESTERN MEXICAN	139.50	.00
U.S. MEX DENTAL - EE &	533.78	.00
U.S. MEX DENTAL - EE &	123.18	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	589.26	.00
US & MEX HEALTH = C	5,551.26	.00
US & MEX HEALTH = FAMILY	7,696.30	.00
US & MEX HEALTH = SP	1,067.55	.00
VSP - VISION CHILDREN	257.89	.00
VSP - VISION FAMILY	369.41	.00
VSP - VISION SPOUSE	139.40	.00
Net	$515,966.31	

Roula J. de Encinas

Digitally signed by: Roula J. de Encinas
DN: CN = Roula J. de Encinas email = rencinas@sanluisaz.gov C = US O = City of San Luis
Date: 2024.09.26 11:52:01 -07'00'

Employer Taxes		Gross Base
MEDICARE	10,876.33	750,072.68
SOCIAL SECURITY TAX	46,504.41	750,072.68
SUTA/UNEMPLOYMENT	4,283.15	713,867.35
Total	$61,663.89	

Workers' Comp		Gross Base
Ambulance EMT Search &	3,983.39	83,860.24
ANIMAL CONTROL OFFICERS	65.55	2,913.37
ATTORNEY- ALL & CLERICAL-	64.08	29,118.68
AUTO SERVICE/ REPAIR	306.17	10,974.01
BUILDING- NOC OPER BY	738.96	20,413.27
BUS COMPANY AND DRIVERS	83.99	1,521.60
CLERICAL OFFICE/ LIBRARY/	404.38	168,491.88
Electrician	68.58	2,184.00
FIREFIGHTERS & DRIVERS	4,532.13	95,413.17
GARBAGE/ ASH/ REFUSE	655.37	10,485.90
Homemaker Service	40.84	1,783.32
Motion Picture Production	14.37	2,211.17
MUNICIPAL/ TOWN/	642.56	36,718.17
PARKS- NOC ALL EMPLOYEES	830.66	26,795.64
POLICE OFFICERS	6,883.80	144,921.68
RECREATION- ALL EMPLOYEES/	317.65	23,184.90
SEWAGE DISPOSAL/ PLANT	1,023.99	29,767.63
Sewer Construction - All Operat	103.58	1,496.80
Street or Road Construction	2,689.76	30,461.62
WATERWORKS OPERATIONS	949.22	27,355.63
Total	$24,399.03	

Direct Deposits	Amount
1st Bank Yuma	45,140.69
ACADEMY BANK	2,526.27
AVENIR FINANCIAL	41,772.21
Bank of America	6,808.70
Bank of America CA	1,114.18
Bankcorp	200.00
CAPITAL ONE	3,465.85
Charles Sch	250.00
Chase Bank	235,436.97
CHASE BANK CA	492.31
CHASE BANK MORGAN	2,336.46
CHASE BANK TX	2,275.49

Pay Day Register

Pay Date Range 09/07/24 - 09/20/24

Pay Batch 202420

chase centro	1,811.49
discover	400.00
FF CREDIT UNION	2,394.06
FIDELITY	434.63
FIREFIGHTER FIRST CREDIT UNION	11,705.14
HUGHES FCU	1,753.14
MECHNICS BANK	223.56
National Bank	1,281.62
Navy Federal	31,850.80
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	817.06
PATHWARD	2,560.51
SOFI BANK	869.79
Sunbank	2,027.90
THE FOOTHILLS BANK	759.27
USAA FEDERAL SAVING	1,192.02
VANTAGE WEST	2,036.23
WASHINGTON FEDERAL	1,110.13
Wells Fargo	100,737.29
WELLS FARGO ARKANSAS	1,440.45
WELLS FARGO CA	3,760.66
WELLS FARGO YUMA	2,851.56
Total	$513,956.44
Check	$2,009.87

City of San Luis

Payment Register

From Payment Date: 9/23/2024 - To Payment Date: 9/27/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
110171	09/23/2024	Open			Utility Management Refund	CARRILLO, CESAR & DAISY	$74.19		
110172	09/23/2024	Open			Utility Management Refund	COMITE DE BIENESTAR INC	$9.98		
110173	09/23/2024	Open			Utility Management Refund	COMITE DE BIENESTAR INC	$8.81		
110174	09/23/2024	Open			Utility Management Refund	COMITE DE BIENESTAR INC	$7.06		
110175	09/23/2024	Open			Utility Management Refund	COMITE DE BIENESTAR INC	$6.46		
110176	09/23/2024	Open			Utility Management Refund	CORTEZ REA, JOSE	$28.64		
110177	09/23/2024	Open			Utility Management Refund	COSIO, JOSE, M	$243.92		
110178	09/23/2024	Open			Utility Management Refund	DHG LLC	$9.36		
110179	09/23/2024	Open			Utility Management Refund	GARCIA , RAQUEL	$214.38		
110180	09/23/2024	Open			Utility Management Refund	HERNANDEZ, FAVIOLA & ERICK	$163.73		
110181	09/23/2024	Open			Utility Management Refund	LIRA, JESUS LOPEZ	$101.88		
110182	09/23/2024	Open			Utility Management Refund	MOLINA, FERNANDO & MARIA VARGAS	$71.32		
110183	09/23/2024	Open			Utility Management Refund	MOTA, DAVID	$231.84		
110184	09/23/2024	Open			Utility Management Refund	QUINONEZ, MARTHA A	$25.33		
110185	09/23/2024	Open			Utility Management Refund	RODRIGUEZ QUIROZ, KELLY	$51.99		
110186	09/23/2024	Open			Utility Management Refund	SANCHEZ, MIGUEL A	$43.27		
110187	09/23/2024	Open			Utility Management Refund	SANDOVAL, ANA, L	$24.98		
110188	09/23/2024	Open			Utility Management Refund	SANTAGUEDA, ALEJANDRO & ARLENE MOLINA	$156.58		
110189	09/23/2024	Open			Utility Management Refund	VALENZUELA, FREDY, J	$146.75		
110190	09/23/2024	Open			Utility Management Refund	VAZQUEZ OSUNA, GISSEL, K	$89.05		
110191	09/23/2024	Open			Utility Management Refund	VEGA & VEGA ENGINEERING, PLC	$2,498.23		
110192	09/23/2024	Open			Utility Management Refund	ZARAGOZA, SALVADOR & NORA	$75.45		
110193	09/27/2024	Open			Accounts Payable	24K ENGRAVING AND AWARDS LLC	$151.54		
110194	09/27/2024	Open			Accounts Payable	AIRGAS USA LLC	$1,541.12		
110195	09/27/2024	Open			Accounts Payable	ALVARADO, JOEL	$1,500.00		
110196	09/27/2024	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	$1,215.00		

SCHEDULE D

City of San Luis

Payment Register

From Payment Date: 9/23/2024 - To Payment Date: 9/27/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
110197	09/27/2024	Open			Accounts Payable	APS	$50.00		
110198	09/27/2024	Open			Accounts Payable	ARREDONDO DUARTE, BERNARDO	$83.65		
110199	09/27/2024	Open			Accounts Payable	AUTOZONE STORES, INC	$249.09		
110200	09/27/2024	Open			Accounts Payable	AZ STATE PRISON COMPLEX - YUMA	$1,140.90		
110201	09/27/2024	Open			Accounts Payable	AZUL CAFE LLC	$143.93		
110202	09/27/2024	Open			Accounts Payable	BOTELLO, EMMANUEL	$200.00		
110203	09/27/2024	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$2,738.22		
110204	09/27/2024	Open			Accounts Payable	CARDIO PARTNERS, INC.	$110.60		
110205	09/27/2024	Open			Accounts Payable	CENTURYLINK	$70.28		
110206	09/27/2024	Open			Accounts Payable	CLIMATEC, LLC	$1,690.00		
110207	09/27/2024	Open			Accounts Payable	COMITE DE BIENESTAR INC	$2,985.32		
110208	09/27/2024	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	$416.18		
110209	09/27/2024	Open			Accounts Payable	CORE & MAIN LP	$135.89		
110210	09/27/2024	Open			Accounts Payable	CORREA, CARLOS	$76.00		
110211	09/27/2024	Open			Accounts Payable	CRESPO VENEGAS, RAMON	$158.00		
110212	09/27/2024	Open			Accounts Payable	DAVE'S AUTO GLASS & UPHOLSTERY	$180.00		
110213	09/27/2024	Open			Accounts Payable	DUENAS, RAMON, R	$200.00		
110214	09/27/2024	Open			Accounts Payable	FERGUSON WATERWORKS	$509.71		
110215	09/27/2024	Open			Accounts Payable	FERRELLGAS, LP	$12.81		
110216	09/27/2024	Open			Accounts Payable	FX TACTICAL, LLC	$737.68		
110217	09/27/2024	Open			Accounts Payable	G&T ALARM CO LLC	$405.53		
110218	09/27/2024	Open			Accounts Payable	GARCIA, PABLO	$216.00		
110219	09/27/2024	Open			Accounts Payable	GUEVARA, GABRIELA	$91.00		
110220	09/27/2024	Open			Accounts Payable	GUZMAN, HUGO, CESAR	$41.33		
110221	09/27/2024	Open			Accounts Payable	HAJOCA CORPORATION	$1,655.38		
110222	09/27/2024	Open			Accounts Payable	HD SUPPLY, INC.	$1,058.19		
110223	09/27/2024	Open			Accounts Payable	IMLA	$549.00		
110224	09/27/2024	Open			Accounts Payable	INTERNATIONAL CODE COUNCIL	$506.81		
110225	09/27/2024	Open			Accounts Payable	IPS GROUP INC	$409.44		
110226	09/27/2024	Open			Accounts Payable	LEGROS, BRIAN, SEAN	$1,365.84		
110227	09/27/2024	Open			Accounts Payable	MUNOZ VERDUGO, CARMEN, MAGDALENA	$750.00		
110228	09/27/2024	Open			Accounts Payable	NAVARRO, GENNEVE, LORRAINE	$33.00		
110229	09/27/2024	Open			Accounts Payable	OCHOA, ANTONIO	$76.00		
110230	09/27/2024	Open			Accounts Payable	ONE SOURCE DISTRIBUTOR LLC	$3,719.18		
110231	09/27/2024	Open			Accounts Payable	PIERCE COLEMAN PLLC	$3,645.00		
110232	09/27/2024	Open			Accounts Payable	PINNACLE MEDICAL GROUP AZ P.C	$2,205.00		
110233	09/27/2024	Open			Accounts Payable	PRECISION UNIFORMS LLC	$2,092.34		
110234	09/27/2024	Open			Accounts Payable	PRIETO, ERNESTO	$118.00		
110235	09/27/2024	Open			Accounts Payable	QUINONEZ, FRANCISCO	$990.00		
110236	09/27/2024	Open			Accounts Payable	RAMIREZ, FELIPE	$216.00		
110237	09/27/2024	Open			Accounts Payable	RAMIREZ, FELIPE	$300.00		
110238	09/27/2024	Open			Accounts Payable	ROBERT HALF INC.	$1,400.00		
110239	09/27/2024	Open			Accounts Payable	RUGGED SOLUTIONS AMERICA LLC	$3,622.57		
110240	09/27/2024	Open			Accounts Payable	SOLANO, CARLOS	$200.00		

Payment Register

From Payment Date: 9/23/2024 - To Payment Date: 9/27/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
110241	09/27/2024	Open			Accounts Payable	SOMERTON ELECTRIC LLC	$1,000.00		
110242	09/27/2024	Open			Accounts Payable	STATUS CREATIVO LLC	$652.08		
110243	09/27/2024	Open			Accounts Payable	STRATTON HATS, INC	$884.58		
110244	09/27/2024	Open			Accounts Payable	TRUTEMP LLC	$8,307.48		
110245	09/27/2024	Open			Accounts Payable	VISUALCRAFT SIGNS & WRAPS LLC	$232.15		
110246	09/27/2024	Open			Accounts Payable	YUMA COUNTY CHAMBER	$750.00		
110247	09/27/2024	Open			Accounts Payable	YUMA WINLECTRIC CO.	$513.39		
110248	09/27/2024	Open			Accounts Payable	ZARAGOZA, LETICIA	$80.00		
110249	09/27/2024	Open			Accounts Payable	FOP/ALC	$420.00		
110250	09/27/2024	Open			Accounts Payable	SAN LUIS POLICE OFFICERS ASSOC	$520.00		
110251	09/27/2024	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$3,202.79		
110252	09/27/2024	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
110253	09/27/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$129.00		
110254	09/27/2024	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,570.00		
Type Check Totals:					84 Transactions		$64,520.20		
EFT									
6233	09/27/2024	Open			Accounts Payable	AMAZON.COM SALES, INC.	$2,260.50		
6234	09/27/2024	Open			Accounts Payable	AMERICANA POLYGRAPH & PRIVATE INVESTIGATION	$700.00		
6235	09/27/2024	Open			Accounts Payable	AMETZA ARIZONA LLC	$150.00		
6236	09/27/2024	Open			Accounts Payable	ANALYTICAL & PRECISION BALANCE	$940.00		
6237	09/27/2024	Open			Accounts Payable	ARIZONA MEDICAL WASTE	$213.74		
6238	09/27/2024	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	$211,910.00		
6239	09/27/2024	Open			Accounts Payable	BLUE STREAK SIGNS, LLC	$61.79		
6240	09/27/2024	Open			Accounts Payable	CDWG	$6,985.84		
6241	09/27/2024	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	$762.46		
6242	09/27/2024	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	$10,786.50		
6243	09/27/2024	Open			Accounts Payable	CSC OF YUMA	$131.20		
6244	09/27/2024	Open			Accounts Payable	DANA KEPNER COMPANY LLC	$67,000.00		
6245	09/27/2024	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$256.00		
6246	09/27/2024	Open			Accounts Payable	DESERT WATER STORE INC	$247.95		
6247	09/27/2024	Open			Accounts Payable	DIGITAL ROOM LLC	$594.70		
6248	09/27/2024	Open			Accounts Payable	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.	$6,349.33		
6249	09/27/2024	Open			Accounts Payable	GARCIA, JESUS	$300.00		
6250	09/27/2024	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$19,656.32		
6251	09/27/2024	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$3,192.62		
6252	09/27/2024	Open			Accounts Payable	KTL&C, LLC.	$1,224.90		
6253	09/27/2024	Open			Accounts Payable	L.N. CURTIS & SONS	$896.26		
6254	09/27/2024	Open			Accounts Payable	LESLIE'S POOL SUPPLY INC.	$774.03		
6255	09/27/2024	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	$300.00		

City of San Luis

Payment Register

From Payment Date: 9/23/2024 - To Payment Date: 9/27/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
6256	09/27/2024	Open			Accounts Payable	MARTINEZ CANTU, VICTOR , REMIGION	$5,431.00		
6257	09/27/2024	Open			Accounts Payable	MUSCO CORPORATION	$475.00		
6258	09/27/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	$32.18		
6259	09/27/2024	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	$115.31		
6260	09/27/2024	Open			Accounts Payable	OFFICE NATION, INC.	$8,578.21		
6261	09/27/2024	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	$1,200.00		
6262	09/27/2024	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	$3,800.00		
6263	09/27/2024	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	$99,539.50		
6264	09/27/2024	Open			Accounts Payable	POLAR ICE LLC	$193.75		
6265	09/27/2024	Open			Accounts Payable	PULIDO INIGUEZ, ALAN FRANCISCO	$216.00		
6266	09/27/2024	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	$1,657.66		
6267	09/27/2024	Open			Accounts Payable	REAL PURIFIED WATER LLC	$549.78		
6268	09/27/2024	Open			Accounts Payable	ROACH PEST CONTROL	$355.00		
6269	09/27/2024	Open			Accounts Payable	RWC INTERNATIONAL LTD	$1,136.07		
6270	09/27/2024	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$1,500.00		
6271	09/27/2024	Open			Accounts Payable	SIRCHIE ACQUISITION COMPANY LLC	$202.44		
6272	09/27/2024	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$4,831.20		
6273	09/27/2024	Open			Accounts Payable	STRONG, CAMERON, T	$1,280.00		
6274	09/27/2024	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	$451.69		
6275	09/27/2024	Open			Accounts Payable	ULINE, INC.	$144.04		
6276	09/27/2024	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$1,550.53		
6277	09/27/2024	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	$133.16		
6278	09/27/2024	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	$20.00		
6279	09/27/2024	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	$2,151.81		
6280	09/27/2024	Open			Accounts Payable	YUMA SUN INC	$2,762.74		
6281	09/27/2024	Open			Accounts Payable	YUMA WINNELSON CO.	$4,737.41		
6282	09/27/2024	Open			Accounts Payable	DANA KEPNER COMPANY LLC	$638,209.14		
Type EFT Totals:					50 Transactions		$1,116,947.76		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	84	$64,520.20	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	84	$64,520.20	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	50	$1,116,947.76	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	50	$1,116,947.76	$0.00

City of San Luis

Payment Register

From Payment Date: 9/23/2024 - To Payment Date: 9/27/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	134	$1,181,467.96	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	134	$1,181,467.96	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**84**	**$64,520.20**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**84**	**$64,520.20**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**50**	**$1,116,947.76**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**50**	**$1,116,947.76**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**134**	**$1,181,467.96**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**134**	**$1,181,467.96**	**$0.00**

Karla Plascencia

Digitally signed by: Karla Plascencia
DN: CN = Karla Plascencia email = kplascencia@sanluisaz.gov C = US O = City of San Luis OU = Finance
Date: 2024.09.27 16:51:09 -07'00'

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/09/2024

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

Submitted By: Jorge Perez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to DPE Construction, Inc. for the construction of the Cesar Chavez Boulevard Sewer Improvements project. **(Jorge Perez, Assistant Director of Public Works)**

SUMMARY:

The Department of Public Works is seeking Council approval to accept and award a construction contract to DPE Construction, Inc., for the Cesar Chavez Boulevard Sewer Improvements project. DPE Construction, Inc. was the lowest responsible bidder for this project, at $1,406,364.23. Public Works evaluated all bids received in conjunction with its Wastewater Department and its consultant engineer and recommends awarding the contract to DPE Construction, Inc.

The Cesar Chavez Boulevard road improvement project is under design and managed by the Arizona Department of Transportation (ADOT). This project does not include utility improvements. Hence, the city is responsible for accomplishing the necessary utility improvements before the road work begins. The sewer system improvements needed along the corridor have been designed and procured through a formal bid process resulting in DPE Construction, Inc. being the lowest responsible bidder.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AWARD THE CONTRACT TO DPE CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE CESAR CHAVEZ BLVD. SEWER IMPROVEMENTS PROJECT IN THE AMOUNT OF $1,406,364.23, AND AUTHORIZE THE BUDGET TRANSFERS AS PRESENTED IN THE FISCAL IMPACT OF THIS ITEM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$1,406,364.23
BUDGETED AMOUNT:	$600,000.00
AVAILABLE AMOUNT TO TRANSFER:	$860,000.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay/CIP - 310-311-90015 - $4,850,040.33

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

This is a FY25 budgeted item.
Budgeted Amount:
Capital Outlay/CIP - 310-311-90015 - $600,000.00 - Out of which $50,000.00 is being used for engineering services.

Staff is asking Council to approve the following budget transfer to conduct this project:

From Revenue Account 255-210-44000 SRF Street Repairs & Maintenance Grant GL Acct $620,000.00
To Revenue Account 255- 021-44000 SRF ARPA Grant GL Acct $620,000.00

From GL Acct 255-210-90010 Project ID 20250006 Downtown Redevelopment - To Account: 255-021-90052.228; Project: ARPA 09 Cesar Chavez Blvd Wastewater Main Improvements $620,000.00
From GL Acct 310-311-90000 Project ID 2025047 SCADA, Supervisory Control and Data Acquisition - To Account: 310-311-90015; Project 2025045 Cesar Chavez Blvd Wastewater Main Improvements $200,000.00
From GL Acct 310-311-89000 Project ID 2025051 Sewer Manhole Repairs and Replacements Carryover - To Account 310-311-90015 Project 2025045 Cesar Chavez Blvd Wastewater Main Improvements $40,000.00

Attachments

Bid Evaluation
DPE's Bid
Contract
Contract Documents 8/27/2024
General Conditions

BID EVALUATION SUMMARY AND AWARD RECOMMENDATION

1. Project: CITY OF SAN LUIS
   CESAR CHAVEZ BLVD. SEWER IMPROVEMENTS

2. Bid submission date and time: Tuesday, October 1st, 2024 at 3:00 P.M.

3. Bid evaluation summary:

No.	Bidder	Opening Base Bid Amount (including 5% contingency)	Substantially responsive (yes or no)	Evaluated Bid Amount (including 5% contingency)	Rank	Remarks
1	DPE Construction, Inc.	$1,448,364.23	Yes	$1,406,364.23	1	None.
2	Gutierrez Canales Engineering, PC	$1,661,353.22	Yes	$1,667,758.80	2	None.
3	Taylor Engineering, PLLC	$3,593,777.00	Yes	$3,591,105.80	3	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.,
Core Engineering Group, PLLC

(signature) *(date)* 10/03/2024

CORE ENGINEERING GROUP, PLLC	Designed By:	Date: 10/01/24	Job No.: CSL-41
	Checked By:	Date:	Sheet No.:
	Project Name: CESAR CHAVEZ BLVD SEWER IMPROVEMENTS		

CESAR CHAVEZ BLVD
SEWER IMPROVEMENTS
BID OPENING

SIGN IN SHEET

Manny Hernandez		10/1/24
Ray Angulo		10/1/2024
Jesus P. Mariscal		10/01/2024
Celeste Hernandez		10/1/24
Esteban Hernandez		10/01/24
Michelle Allen		10/1/2024
Gilberto Torres		10/01/24
Sonia Cornelio		10/1/2024 City of San Luis
Jorge Perez		10/1/24 CoSL
Oscar Barnett		10/01/24 CoSL

Bid Opening
City of San Luis
Cesar Chavez Boulevard
Sewer Improvement
BAN-2024-09
10/1/2024
3:00 P.M.

DATE	COMPANY NAME	TIME	Amount
10/1/2024	Don Peterson Engineering, Inc.	1:32 P.M.	$ 1,448,364.23
10/1/2024	Taylor Engineering, PLLC	2:30 P.M.	$ 3,593,777.00
10/1/2024	Gutierrez Canales Engineering, PC	2:50 P.M.	$ 1,661,353.22

CITY OF SAN LUIS
CESAR CHAVEZ BLVD. SEWER IMPROVEMENTS

BID TABULATION

				Bidder No. 1		Bidder No. 2		Bidder No. 3	
				DPE Construction, Inc.		Gutierrez Canales Engineering, PC		Taylor Engineering, PLLC	
Bid Item No.	Item Description	Estimated Quantities	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Remove Existing Asphalt (Any Thickness)	1950	SY	$ 10.00	$ 19,500.00	$ 20.63	$ 40,228.50	$ 18.20	$ 35,490.00
2	Remove Existing Concrete Curb (Any Type)	404	LF	$ 21.00	$ 8,484.00	$ 14.72	$ 5,946.88	$ 38.30	$ 15,473.20
3	Remove Existing Sidewalk, Driveway, and Slab (Flat Work)	378	SY	$ 50.00	$ 18,900.00	$ 31.23	$ 11,804.94	$ 48.10	$ 18,181.80
4	Remove Existing 15" Dia. Sewermain PVC	20	LF	$ 220.00	$ 4,400.00	$ 269.75	$ 5,395.00	$ 3,127.20	$ 62,544.00
5	Adjust In Place Existing 18" Dia. Sewermain Vertically/Repair Sag	315	LF	$ 300.00	$ 94,500.00	$ 333.83	$ 105,156.45	$ 432.20	$ 136,143.00
6	Adjust In Place Existing 15" Dia. Sewermain Vertically/Repair Sag	330	LF	$ 320.00	$ 105,600.00	$ 190.70	$ 62,931.00	$ 385.00	$ 127,050.00
7	15" Dia SDR 35 PVC Sewermain	20	LF	$ 520.00	$ 10,400.00	$ 691.45	$ 13,829.00	$ 2,832.00	$ 56,640.00
8	12" Dia SDR 35 PVC Sewermain	212	LF	$ 205.00	$ 43,460.00	$ 524.72	$ 111,240.64	$ 440.30	$ 93,343.60
9	8" Dia SDR 35 PVC Sewermain	220	LF	$ 185.00	$ 40,700.00	$ 543.47	$ 119,563.40	$ 284.70	$ 62,634.00
10	6" Dia SDR 35 PVC Sewermain	590	LF	$ 85.00	$ 50,150.00	$ 133.45	$ 78,735.50	$ 182.30	$ 107,557.00
11	4" Dia SDR 35 PVC Sewermain	17	LF	$ 365.00	$ 6,205.00	$ 598.12	$ 10,168.04	$ 840.50	$ 14,288.50
12	6" Dia Deep Sewer Service Connection (Sheet D-1, Detail 1)	1	EA	$ 6,500.00	$ 6,500.00	$ 13,988.00	$ 13,988.00	$ 24,979.00	$ 24,979.00
13	4' Dia. Polymer Concrete Sewer Manhole (City of Yuma Std. 6-080, 6-090)	1	EA	$ 42,000.00	$ 42,000.00	$ 79,200.00	$ 79,200.00	$ 64,489.00	$ 64,489.00
14	Install 4' Dia. Armorock Sewer Manhole Rehabilitation Insert	9	EA	$ 27,000.00	$ 243,000.00	$ 29,364.12	$ 264,277.08	$ 40,063.00	$ 360,567.00
15	Manhole Drop Sewer Connection Type "A" and "B" (City of Yuma Std. 6-055, 6-060)	13	EA	$ 3,000.00	$ 39,000.00	$ 5,633.16	$ 73,231.08	$ 4,923.00	$ 63,999.00
16	Core Existing Sewer Manhole for New Sewer Lateral/Main/Drop Connection	18	EA	$ 500.00	$ 9,000.00	$ 335.95	$ 6,047.10	$ 2,463.00	$ 44,334.00
17	Repair Existing Sewer Manhole Bench Lining	20	EA	$ 2,000.00	$ 40,000.00	$ 9,410.50	$ 188,210.00	$ 74,371.00	$ 1,487,420.00
18	Modify Existing Sewer Manhole Bench Channel For New Lateral	4	EA	$ 4,800.00	$ 19,200.00	$ 9,410.50	$ 37,642.00	$ 23,455.00	$ 93,820.00
19	Install 4' Dia. Armorock Sewer Manhole Polymer Cone	9	EA	$ 24,000.00	$ 216,000.00	$ 8,143.73	$ 73,293.57	$ 2,253.00	$ 20,277.00
20	Repair Existing Sewer Manhole Cone Lining	11	EA	$ 4,000.00	$ 44,000.00	$ 5,597.00	$ 61,567.00	$ 981.00	$ 10,791.00
21	Adjust Existing Sanitary Sewer Manhole with new Frame & Cover (City of Yuma Std 6-035, 6-040)	17	EA	$ 2,000.00	$ 34,000.00	$ 1,554.06	$ 26,419.02	$ 3,543.00	$ 60,231.00
22	Adjust Existing Water Valve with New Frame and Cover (City of Yuma Std. 5-075)	1	EA	$ 1,250.00	$ 1,250.00	$ 1,991.00	$ 1,991.00	$ 1,708.00	$ 1,708.00
23	Sidewalk (City of Yuma Std. 3-135)	1011	SF	$ 15.50	$ 15,670.50	$ 6.89	$ 6,965.79	$ 21.80	$ 22,039.80
24	Asphalt Paving (2" AC/4" ABC) - Pavement Structural Section No. 1	1950	SY	$ 55.00	$ 107,250.00	$ 37.61	$ 73,339.50	$ 100.00	$ 195,000.00
25	Sidewalk Ramp (City of Yuma Std. 3-145)	359	SF	$ 23.00	$ 8,257.00	$ 12.14	$ 4,358.26	$ 41.80	$ 15,006.20
26	Vertical Curb and Gutter (City of Yuma Std. 3-060)	404	LF	$ 42.00	$ 16,968.00	$ 24.49	$ 9,893.96	$ 63.60	$ 25,694.40
27	Storm Water Pollution Prevention Plan	1	LS	$ 10,000.00	$ 10,000.00	$ 15,767.00	$ 15,767.00	$ 4,541.50	$ 4,541.50
28	Maintenance and Protection of Traffic	1	LS	$ 47,000.00	$ 47,000.00	$ 65,830.00	$ 65,830.00	$ 169,851.00	$ 169,851.00
29	Construction Staking	1	LS	$ 38,000.00	$ 38,000.00	$ 21,322.00	$ 21,322.00	$ 26,007.76	$ 26,007.76
			TOTAL =		**$1,339,394.50**		**$1,588,341.71**		**$3,420,100.76**
			5% CONTINGENCY =		**$66,969.73**		**$79,417.09**		**$171,005.04**
			TOTAL BASE BID =		**$1,406,364.23**		**$1,667,758.80**		**$3,591,105.80**

Note: Bid Items No.'s 19 and 20 quantities were inversed in the bid form issued in Addendum No.1. GCE did not submit the bid form issued in Addendum No. 1. Quantities shown on the plans matched the quantities in the bid tabulation - bid evaluation. DPE is still the lowest bidder.

*Bids Received/Opened on
October 1, 2024 at 3:00 P.M.

EXAMINATION OF BID

Project: CITY OF SAN LUIS
CESAR CHAVEZ BLVD. SEWER IMPROVEMENTS

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

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.

Proposal Kit

City of San Luis

Cesar Chavez Blvd. Sewer Improvements

COPY

PROPOSAL

TO: City of San Luis, Arizona
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

BIDDER FIRM: DPE CONSTRUCTION, INC

Project Name: City of San
Cesar Chavez Blvd. Sewer Improvements

In compliance with the ADVERTISEMENT FOR BIDS:

Having examined the CONTRACT DOCUMENTS, site of work, and being familiar with the conditions to be met, hereby submits the following PROPOSAL for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the CONTRACT DOCUMENTS and furnish the required CONTRACT AND LABOR AND MATERIAL SURETY BONDS and CERTIFICATES OF INSURANCE for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this PROJECT shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis, the City of Yuma Construction Standard Detail Drawings - 2019 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the PLANS and SPECIAL PROVISIONS;

Understands that this PROPOSAL for construction of this PROJECT shall be submitted with a proposal guarantee of cash, certified check, cashier's check or BID SURETY BOND for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of NOTICE OF AWARD, from the City of San Luis, Arizona, Bidder will execute the CONTRACT DOCUMENTS within 7 (seven) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within **90 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			

(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:

THIS PROPOSAL IS SUBMITTED BY DPE CONSTRUCTION, INC,
a corporation organized under the laws of the State of AZ,
or a partnership consisting of _____,
or individual trading as _____;
of the City of YUMA AZ. (City, State) and is the holder of Arizona
State Contractor's license(s): General Engineering (type)
Classification A License No. 080704.

The Bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is $ 10,000 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 DPE CONSTRUCTION INC.

Address 1636 EAST 20TH STREET

City, State, ZIP YUMA, AZ, 85365

By _____ 10/01/24
[Signature] [Date]

Name ESTEBAN HERNANDEZ

Title ESTIMATOR/ PM

e-mail: Estebanh@dpeyuma.com

ATTEST:
[If Bidder is an Individual]

Witness: _____
[Signature] [Date]

Name and Title: _____

BID SCHEDULE

Project Name: City of San Luis
Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

Firm Name: DPE CONSTRUCTION, INC

Bid Item No.	Item Description	Unit of Measure	Total Qtty	Unit Price	Total
1	Remove Existing Asphalt (Any Thickness)	SY	1950	$10.00	$19,500.00
2	Remove Existing Concrete Curb (Any Type)	LF	404	$ 21.00	$ 8,484.00
3	Remove Existing Sidewalk, Driveway, and Slab (Flat Work)	SY	378	$ 50.00	$18,900.00
4	Remove Existing 15" Dia. Sewermain PVC	LF	20	$ 220.00	$ 4,400.00
5	Adjust In Place Existing 18" Dia. Sewermain Vertically/Repair Sag	LF	315	$ 300.00	$ 94,500.00
6	Adjust In Place Existing 15" Dia. Sewermain Vertically/Repair Sag	LF	330	$320.00	$ 105,600.00
7	15" Dia SDR 35 PVC Sewermain	LF	20	$520.00	$ 10,400.00
8	12" Dia SDR 35 PVC Sewermain	LF	212	$ 205.00	$ 43,460.00
9	8" Dia SDR 35 PVC Sewermain	LF	220	$ 185.00	$40,700.00
10	6" Dia SDR 35 PVC Sewermain	LF	590	$ 85.00	$ 50,150.00
11	4" Dia SDR 35 PVC Sewermain	LF	17	$ 365.00	$ 6,205.00
12	6" Dia Deep Sewer Service Connection (Sheet D-1, Detail 1)	EA	1	$ 6,500.00	$ 6,500.00
13	4' Dia. Polymer Concrete Sewer Manhole (City of Yuma Std. 6-080, 6-090)	EA	1	$ 42,000.00	$ 42,000.00
14	Install 4' Dia. Armorock Sewer Manhole Rehabilitation Insert	EA	9	$ 27,000.00	$243,000.00
15	Manhole Drop Sewer Connection Type "A" and "B" (City of Yuma Std. 6-055, 6-060)	EA	13	$ 3,000.00	$ 39000.00
16	Core Existing Sewer Manhole for New Sewer Lateral/Main/Drop Connection	EA	18	$ 500.00	$ 9,000.00

Bid Item No.	Item Description	Unit of Measure	Total Qtty	Unit Price	Total
17	Repair Existing Sewer Manhole Bench Lining	EA	20	$ 2,000.00	$ 40,000.00
18	Modify Existing Sewer Manhole Bench Channel For New Lateral	EA	4	$ 4,800.00	$ 19,200.00
19	Install 4' Dia. Armorock Sewer Manhole Polymer Cone	EA	11	$ 24,000.00	$ 264,000.00
20	Repair Existing Sewer Manhole Cone Lining	EA	9	$ 4,000.00	$ 36,000.00
21	Adjust Existing Sanitary Sewer Manhole with new Frame & Cover (City of Yuma Std 6-035, 6-040)	EA	17	$ 2,000.00	$ 34,000.00
22	Adjust Existing Water Valve with New Frame and Cover (City of Yuma Std. 5-075)	EA	1	$ 1,250.00	$ 1,250.00
23	Sidewalk (City of Yuma Std. 3-135)	SF	1011	$ 15.50	$ 15,670.50
24	Asphalt Paving (2" AC/4" ABC) - Pavement Structural Section No. 1	SY	1950	$ 55.00	$ 107,250.00
25	Sidewalk Ramp (City of Yuma Std. 3-145)	SF	359	$ 23.00	$ 8,257.00
26	Vertical Curb and Gutter (City of Yuma Std. 3-060)	LF	404	$ 42.00	$ 16,968.00
27	Storm Water Pollution Prevention Plan	LS	1	$ 10,000.00	$ 10,000.00
28	Maintenance and Protection of Traffic	LS	1	$ 47,000.00	$ 47,000.00
29	Construction Staking	LS	1	$ 38,000.00	$ 38,000.00

SUBTOTAL $ 1,379,394.50

5% CONTINGENCY $ 68,969.73

TOTAL PROJECT COST $ 1,448,364.23

TOTAL BASE BID AMOUNT IN WORDS

One Million Four Hundred-Forty Eight Thousand, Three hundred Sixty-Four Dollars W/ Twenty Three Cents.

BID SURETY BOND

Project Name: City of San Luis - Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That we, DPE Construction, Inc., as Principal, (hereinafter called the Principal),

and the Western Surety Company, a corporation duly organized under the laws of the State of South Dakota and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto City of San Luis, Arizona [hereinafter called City] as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the City for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes [ARS].

WHEREAS, the said Principal is herewith submitting its PROPOSAL for the City of San Luis - Cesar Chavez Blvd. Sewer Improvements.

NOW, THEREFORE, if the City shall accept the PROPOSAL of the Principal and the Principal shall enter into a CONTRACT with the City in accordance with the terms of the PROPOSAL and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the CONTRACT and for the prompt payment of labor and materials furnished in the prosecution of the CONTRACT, or in the event of the failure of the Principal to enter into the CONTRACT and give the Bonds and Certificates of Insurance, if the Principal pays to the City the difference not to exceed the penalty of the bond between the amount specified in the PROPOSAL and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the PROPOSAL then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, ARS, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this 1st day of October, 2024.

DPE Construction, Inc.
Principal Firm

Principal Signature

Esteban Hernandez — Estimator
Name and Title

Western Surety Company
Surety Firm [Seal]

Surety Signature

Gregory P. Griffith, Attorney-in-fact
Name and Title

Constructors Bonding, Inc. of Nevada
Gregory P. Griffith, Arizona Resident Agent
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 [illegible]

- In Unlimited Amounts -

[illegible]

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 [illegible]

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of June, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 27th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges [illegible]

My commission expires

March 2, 2026

M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of October, 2024.

WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

[illegible]

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 - Cesar Chavez Blvd. Sewer Improvements

To: City of San Luis, Arizona

That pursuant to Section 1128 of Title 23 USC, the undersigned in submitting a PROPOSAL for performing the following work by CONTRACT, being duly sworn, disposes and says that he has not, nor anyone associated with the business identified below, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this CONTRACT.

Signature of Bidder

ESTIMATOR
Title

DPE CONSTRUCTION, INC
Business Name

1636 E 20TH STREET, YUMA, AZ 85365
Address

Subscribed and sworn to before me this 1st day of October, 2024.

Notary Public

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

My Commission Expires October 23, 2027.

MICHELLE L. ALLEN
Notary Public - Arizona
Yuma County
Commission # 658228
My Comm. Expires Oct. 23, 2027

BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST

Project Name: City of San Luis - Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

This form shall be submitted along with the PROPOSAL in the same sealed envelope.

The BIDDER must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated.

BIDDER AND ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AT THE TIME OF THE BID OPENING.

	BIDDER, SUB CONTRACTOR AND/OR SUPPLIER	CURRENT AZ LICENSE [CONTRACTOR/SUB CONTRACTOR]
1.	DPE CONSTRUCTION, INC	080704 A
2.	Cemex Material	
3.	Pacific Steel, Inc	
4.	Daniel Robin and Assoc.	
5.		

EXAMINATION OF BIDS

Project: CITY OF SAN LUIS
CESAR CHAVEZ BLVD. SEWER IMPROVEMENTS

Bidder: Gutierrez Canales Engineering, PC
3136 E 36rd Place
Yuma, Arizona, 85365
mkelland@gce-pc.com

No.: 2

Responsive Bid: Yes

BIDDING DOCUMENT	REQUIREMENT	REMARKS
PK-1 thru 4: Bid Schedule/Proposal Form	Filled out, signed, and submitted.	No comment.
PK-5: Bid Surety Bond equal to 10% of bid amount.	(Bid Bond form to be obtained by proposed Contractor, executed, and included with submission. A so-called “statutory” or “redline” bid bond form will suffice.)	No comment.
PK-6: Non-collusion affidavit	Filled out, signed, and submitted.	No comment.
PK-7: List of Possible Subcontractors	Filled out and put into separate sealed envelope and included in proposal.	No comment.

Proposal Kit

City of San Luis
Cesar Chavez Blvd. Sewer Improvements

COPY

PROPOSAL

TO: City of San Luis, Arizona
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

BIDDER FIRM: Gutierrez Canales Engineering, PC

Project Name: City of San
Cesar Chavez Blvd. Sewer Improvements

In compliance with the ADVERTISEMENT FOR BIDS:

Having examined the CONTRACT DOCUMENTS, site of work, and being familiar with the conditions to be met, hereby submits the following PROPOSAL for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the CONTRACT DOCUMENTS and furnish the required CONTRACT AND LABOR AND MATERIAL SURETY BONDS and CERTIFICATES OF INSURANCE for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this PROJECT shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis, the City of Yuma Construction Standard Detail Drawings – 2019 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the PLANS and SPECIAL PROVISIONS;

Understands that this PROPOSAL for construction of this PROJECT shall be submitted with a proposal guarantee of cash, certified check, cashier's check or BID SURETY BOND for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of NOTICE OF AWARD, from the City of San Luis, Arizona, Bidder will execute the CONTRACT DOCUMENTS within 7 (seven) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within **90 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	9-24-2024		

(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
Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

Firm Name: Gutierrez Canales Engineering, PC

Bid Item No.	Item Description	Unit of Measure	Total Qtty	Unit Price	Total
1	Remove Existing Asphalt (Any Thickness)	SY	1950	$20.63	$40,228.50
2	Remove Existing Concrete Curb (Any Type)	LF	404	$14.72	$ 5,946.88
3	Remove Existing Sidewalk, Driveway, and Slab (Flat Work)	SY	378	$31.23	$11,804.94
4	Remove Existing 15" Dia. Sewermain PVC	LF	20	$269.75	$5,395.00
5	Adjust In Place Existing 18" Dia. Sewermain Vertically/Repair Sag	LF	315	$ 333.83	$105,156.45
6	Adjust In Place Existing 15" Dia. Sewermain Vertically/Repair Sag	LF	330	$190.70	$62,931.00
7	15" Dia SDR 35 PVC Sewermain	LF	20	$691.45	$13,829.00
8	12" Dia SDR 35 PVC Sewermain	LF	212	$524.72	$111,240.64
9	8" Dia SDR 35 PVC Sewermain	LF	220	$543.47	$119,563.40
10	6" Dia SDR 35 PVC Sewermain	LF	590	$133.45	$78,735.50
11	4" Dia SDR 35 PVC Sewermain	LF	17	$598.12	$10,168.04
12	6" Dia Deep Sewer Service Connection (Sheet D-1, Detail 1)	EA	1	$13,988.00	$13,988.00
13	4' Dia. Polymer Concrete Sewer Manhole (City of Yuma Std. 6-080, 6-090)	EA	1	$79,200.00	$79,200.00
14	Install 4' Dia. Armorock Sewer Manhole Rehabilitation Insert	EA	9	$29,364.12	$264,277.08
15	Manhole Drop Sewer Connection Type "A" and "B" (City of Yuma Std. 6-055, 6-060)	EA	13	$5,633.16	$73,231.08
16	Core Existing Sewer Manhole for New Sewer Lateral/Main/Drop Connection	EA	18	$335.95	$ 6,047.10

Bid Item No.	Item Description	Unit of Measure	Total Qtty	Unit Price	Total
17	Repair Existing Sewer Manhole Bench Lining	EA	20	$9,410.50	$188,210.00
18	Modify Existing Sewer Manhole Bench Channel For New Lateral	EA	4	$9,410.50	$37,642.00
19	Install 4' Dia. Armorock Sewer Manhole Polymer Cone	EA	11	$8,143.73	$89,581.03
20	Repair Existing Sewer Manhole Cone Lining	EA	7	$5,597.00	$39,179.00
21	Adjust Existing Sanitary Sewer Manhole with new Frame & Cover (City of Yuma Std 6-035, 6-040)	EA	17	$1,554.06	$26,419.02
22	Adjust Existing Water Valve with New Frame and Cover (City of Yuma Std. 5-075)	EA	1	$1,991.00	$1,991.00
23	Sidewalk (City of Yuma Std. 3-135)	SF	1011	$6.89	$6,965.79
24	Asphalt Paving (2" AC/4" ABC) - Pavement Structural Section No. 1	SY	1950	$37.61	$73,339.50
25	Sidewalk Ramp (City of Yuma Std. 3-145)	SF	359	$12.14	$4,358.26
26	Vertical Curb and Gutter (City of Yuma Std. 3-060)	LF	404	$24.49	$9,893.96
27	Storm Water Pollution Prevention Plan	LS	1	$15,767.00	$15,767.00
28	Maintenance and Protection of Traffic	LS	1	$65,830.00	$65,830.00
29	Construction Staking	LS	1	$21,322.00	$21,322.00

SUBTOTAL $1,582,241.17

5% CONTINGENCY $79,112.05

TOTAL PROJECT COST $1,661,353.22

TOTAL BASE BID AMOUNT IN WORDS

One Million six hundred sixty-one thousand three hundred fifty-three dollars and twenty-two cents

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, Arizona (City, State) and is the holder of Arizona
State Contractor's license(s): General Contractor (type)
Classification Class A 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 3136 E 33rd Place
City, State, ZIP Yuma Az, 85365

By Marisol A Kelland 10/1/2024
[Signature] [Date]

Name Marisol A. Kelland
Title President/CEO
e-mail: mkelland@gce-pc.com

ATTEST:
[If Bidder is an Individual]

Witness: _____
[Signature] [Date]

Name and Title: _____

BID SURETY BOND

Project Name: City of San Luis - Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That we, Gutierrez Canales Engineering PC, as Principal, (hereinafter called the Principal),

and the Western Surety Company, a corporation duly organized under the laws of the State of South Dakota and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto City of San Luis, Arizona [hereinafter called City] as 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 - Cesar Chavez Blvd. Sewer Improvements.

NOW, THEREFORE, if the City shall accept the PROPOSAL of the Principal and the Principal shall enter into a CONTRACT with the City in accordance with the terms of the PROPOSAL and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the CONTRACT and for the prompt payment of labor and materials furnished in the prosecution of the CONTRACT, or in the event of the failure of the Principal to enter into the CONTRACT and give the Bonds and Certificates of Insurance, if the Principal pays to the City the difference not to exceed the penalty of the bond between the amount specified in the PROPOSAL and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the PROPOSAL then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, ARS, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this 24th day of September, 2024.

Gutierrez Canales Engineering PC
Principal Firm [Seal]

Principal Signature

Marisol A. Kelland, President
Name and Title

Western Surety Company
Surety Firm [Seal]

Melanie Ankeney
Surety Signature

Melanie Ankeney, Attorney-In-Fact
Name and Title

Constructors Bonding, Inc.
Agency of Record

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

NOTE: Attach current power of attorney}

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

David J McKee, Ted H Rarrick, Joseph A Clarken III, Jennifer Castillo, Patrick R Hedges, Melanie Ankeney, 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 and Resolutions 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 August, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 19th day of August, 2023, before me personally came Larry Kasten, 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 a 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 and Resolutions 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 24th day of September, 2024.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-4-2023

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 - Cesar Chavez Blvd. Sewer Improvements

To: City of San Luis, Arizona

That pursuant to Section 1128 of Title 23 USC, the undersigned in submitting a PROPOSAL for performing the following work by CONTRACT, being duly sworn, disposes and says that he has not, nor anyone associated with the business identified below, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this CONTRACT.

Signature of Bidder

President/CEO
Title

Gutierrez Canales Engineering, PC
Business Name

3136 E. 33rd Place, Yuma, AZ, 85365
Address

MARISELA PEYNADO
NOTARY PUBLIC - ARIZONA
YUMA COUNTY
COMMISSION # 654366
MY COMMISSION EXPIRES
OCTOBER 08, 2027

Subscribed and sworn to before me this 30 day of September, 2024.

Notary Public

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

My Commission Expires 10-08, 2027.

BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST

Project Name: City of San Luis - Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

This form shall be submitted along with the PROPOSAL in the same sealed envelope.

The BIDDER must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated.

BIDDER AND ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AT THE TIME OF THE BID OPENING.

	BIDDER, SUB CONTRACTOR AND/OR SUPPLIER	CURRENT AZ LICENSE [CONTRACTOR/SUB CONTRACTOR]
1.	Armorock	Polymer Manholes (Vendor)
2.	Winnelson Waterworks	Underground Piping Supplier
3.	Quail Construction LLC	Traffic Control AZROC #331707
4.	BLT Companies	Concrete Vendor
5.	Core Engineering	Surveying RLS

EXAMINATION OF BID

Project: CITY OF SAN LUIS
CESAR CHAVEZ BLVD. SEWER IMPROVEMENTS

Bidder: Taylor Engineering, PLLC No.: 3
2260 E. 16th Street
Yuma, Arizona, 85365
jhaines@tayengineering.com

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.

PROPOSAL

TO: City of San Luis, Arizona
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

BIDDER FIRM: Taylor Engineering, PLLC.

Project Name: City of San
Cesar Chavez Blvd. Sewer Improvements

In compliance with the ADVERTISEMENT FOR BIDS:

Having examined the CONTRACT DOCUMENTS, site of work, and being familiar with the conditions to be met, hereby submits the following PROPOSAL for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the CONTRACT DOCUMENTS and furnish the required CONTRACT AND LABOR AND MATERIAL SURETY BONDS and CERTIFICATES OF INSURANCE for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this PROJECT shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis, the City of Yuma Construction Standard Detail Drawings – 2019 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the PLANS and SPECIAL PROVISIONS;

Understands that this PROPOSAL for construction of this PROJECT shall be submitted with a proposal guarantee of cash, certified check, cashier's check or BID SURETY BOND for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of NOTICE OF AWARD, from the City of San Luis, Arizona, Bidder will execute the CONTRACT DOCUMENTS within 7 (seven) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within **90 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	9/24/2024		

(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
Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

Firm Name: Taylor Engineering, PLLC.

Bid Item No.	Item Description	Unit of Measure	Total Qtty	Unit Price	Total
1	Remove Existing Asphalt (Any Thickness)	SY	1950	$ 18.20	$ 35,490.00
2	Remove Existing Concrete Curb (Any Type)	LF	404	$ 38.30	$ 15,473.20
3	Remove Existing Sidewalk, Driveway, and Slab (Flat Work)	SY	378	$ 48.10	$ 18,181.80
4	Remove Existing 15" Dia. Sewermain PVC	LF	20	$ 3,127.20	$ 62,544.00
5	Adjust In Place Existing 18" Dia. Sewermain Vertically/Repair Sag	LF	315	$ 432.20	$ 136,143.00
6	Adjust In Place Existing 15" Dia. Sewermain Vertically/Repair Sag	LF	330	$ 385.00	$ 127,050.00
7	15" Dia SDR 35 PVC Sewermain	LF	20	$ 2,832.00	$ 56,640.00
8	12" Dia SDR 35 PVC Sewermain	LF	212	$ 440.30	$ 93,343.60
9	8" Dia SDR 35 PVC Sewermain	LF	220	$ 284.70	$ 62,634.00
10	6" Dia SDR 35 PVC Sewermain	LF	590	$ 182.30	$ 107,557.00
11	4" Dia SDR 35 PVC Sewermain	LF	17	$ 840.50	$ 14,288.50
12	6" Dia Deep Sewer Service Connection (Sheet D-1, Detail 1)	EA	1	$ 24,979.00	$ 24,979.00
13	4' Dia. Polymer Concrete Sewer Manhole (City of Yuma Std. 6-080, 6-090)	EA	1	$ 64,489.00	$ 64,489.00
14	Install 4' Dia. Armorock Sewer Manhole Rehabilitation Insert	EA	9	$ 40,063.00	$ 360,567.00
15	Manhole Drop Sewer Connection Type "A" and "B" (City of Yuma Std. 6-055, 6-060)	EA	13	$ 4,923.00	$ 63,999.00
16	Core Existing Sewer Manhole for New Sewer Lateral/Main/Drop Connection	EA	18	$ 2,463.00	$ 44,334.00

Bid Item No.	Item Description	Unit of Measure	Total Qtty	Unit Price	Total
17	Repair Existing Sewer Manhole Bench Lining	EA	20	$ 74,371.00	$ 1,487,420.00
18	Modify Existing Sewer Manhole Bench Channel For New Lateral	EA	4	$ 23,455.00	$ 93,820.00
19	Install 4' Dia. Armorock Sewer Manhole Polymer Cone	EA	11	$ 2,253.00	$ 24,783.00
20	Repair Existing Sewer Manhole Cone Lining	EA	9	$ 981.00	$ 8,829.00
21	Adjust Existing Sanitary Sewer Manhole with new Frame & Cover (City of Yuma Std 6-035, 6-040)	EA	17	$ 3,543.00	$ 60,231.00
22	Adjust Existing Water Valve with New Frame and Cover (City of Yuma Std. 5-075)	EA	1	$ 1,708.00	$ 1,708.00
23	Sidewalk (City of Yuma Std. 3-135)	SF	1011	$ 21.80	$ 22,039.80
24	Asphalt Paving (2" AC/4" ABC) - Pavement Structural Section No. 1	SY	1950	$ 100.00	$ 195,000.00
25	Sidewalk Ramp (City of Yuma Std. 3-145)	SF	359	$ 41.80	$ 15,006.20
26	Vertical Curb and Gutter (City of Yuma Std. 3-060)	LF	404	$ 63.60	$ 25,694.40
27	Storm Water Pollution Prevention Plan	LS	1	$ 4,541.50	$ 4,541.50
28	Maintenance and Protection of Traffic	LS	1	$ 169,851.00	$ 169,851.00
29	Construction Staking	LS	1	$ 26,007.76	$ 26,007.76

SUBTOTAL	$ 3,422,644.76
5% CONTINGENCY	$ 171,132.24
TOTAL PROJECT COST	$ 3,593,777.00

TOTAL BASE BID AMOUNT IN WORDS

Three million five hundered ninety-three thousand seven hundered seventy-seven dollars

THIS PROPOSAL IS SUBMITTED BY Taylor Engineering, PLLC.,
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 (City, State) and is the holder of Arizona
State Contractor's license(s): _____ (type)
Classification KA Dual Engineering License No. 318502.

The Bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is $ 25,000 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 Taylor Engineering, PLLC.
Address 2260 E. 16th St
City, State, ZIP Yuma, AZ, 85365

By _____ 10/1/2024
[Signature] [Date]

Name Jesse Haines
Title Managing Member
e-mail: jhaines@tayengineering.com

ATTEST:
[If Bidder is an Individual]

Witness: _____ 10/1/24
[Signature] [Date]

Name and Title: Celeste Hernandez
Acct. Specialist

CELESTE ADRIANA HERNANDEZ
Notary Public - Arizona
Yuma County
Commission # 666984
My Comm. Expires Apr 12, 2028

BID SURETY BOND

Project Name: City of San Luis - Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That we, Taylor Engineering, PLLC., as Principal, (hereinafter called the Principal),

and the Westfield Insurance Company, a corporation duly organized under the laws of the State of Ohio 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 - Cesar Chavez Blvd. Sewer Improvements.

NOW, THEREFORE, if the City shall accept the PROPOSAL of the Principal and the Principal shall enter into a CONTRACT with the City in accordance with the terms of the PROPOSAL and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the CONTRACT and for the prompt payment of labor and materials furnished in the prosecution of the CONTRACT, or in the event of the failure of the Principal to enter into the CONTRACT and give the Bonds and Certificates of Insurance, if the Principal pays to the City the difference not to exceed the penalty of the bond between the amount specified in the PROPOSAL and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the PROPOSAL then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, ARS, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this 1st day of October, 2024.

Taylor Engineering, PLLC.
Principal Firm [Seal]

Principal Signature

Jesse Haines, Managing Member
Name and Title

Westfield Insurance Company
Surety Firm [Seal]

Surety Signature

Mark Drengler, Attorney-in-Fact
Name and Title

Surety Bonds Inc
Agency of Record

7540 Sawmill Pkwy Suite D Powell, Ohio 43065
Address

NOTE: Attach current power of attorney}

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/10/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **3409062 02**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

GAYLE E. MCCLELLAN, ADAM SCHLADE, CHRISTIE HOWARD, MARK DRENGLER, JOINTLY OR SEVERALLY

of **POWELL** and State of **OH** its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-In-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-In-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **10th** day of **JUNE** A.D., **2020** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **10th** day of **JUNE** A.D., **2020** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 1st day of October A.D., 2024.

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis - Cesar Chavez Blvd. Sewer Improvements

To: City of San Luis, Arizona

That pursuant to Section 1128 of Title 23 USC, the undersigned in submitting a PROPOSAL for performing the following work by CONTRACT, being duly sworn, disposes and says that he has not, nor anyone associated with the business identified below, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this CONTRACT.

Signature of Bidder

Managing Member
Title

Taylor Engineering, PLLC.
Business Name

2260 E. 16th St Yuma, AZ, 85365
Address

Subscribed and sworn to before me this 1 day of October, 2024.

Notary Public

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

My Commission Expires April 12, 2028.

CELESTE ADRIANA HERNANDEZ
Notary Public - Arizona
Yuma County
Commission # 666984
My Comm. Expires Apr 12, 2028

BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST

Project Name: City of San Luis - Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

This form shall be submitted along with the PROPOSAL in the same sealed envelope.

The BIDDER must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated.

BIDDER AND ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AT THE TIME OF THE BID OPENING.

	BIDDER, SUB CONTRACTOR AND/OR SUPPLIER	CURRENT AZ LICENSE [CONTRACTOR/SUB CONTRACTOR]
1.	Hollis Brothers	ROC 331780
2.	Rain For Rent	ROC 173380
3.	DPE	ROC 080704
4.		
5.		

Proposal Kit

City of San Luis
Cesar Chavez Blvd. Sewer Improvements

PROPOSAL

TO: City of San Luis, Arizona
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

BIDDER FIRM: DPE CONSTRUCTION, INC

Project Name: City of San
Cesar Chavez Blvd. Sewer Improvements

In compliance with the ADVERTISEMENT FOR BIDS:

Having examined the CONTRACT DOCUMENTS, site of work, and being familiar with the conditions to be met, hereby submits the following PROPOSAL for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the CONTRACT DOCUMENTS and furnish the required CONTRACT AND LABOR AND MATERIAL SURETY BONDS and CERTIFICATES OF INSURANCE for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this PROJECT shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis, the City of Yuma Construction Standard Detail Drawings - 2019 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the PLANS and SPECIAL PROVISIONS;

Understands that this PROPOSAL for construction of this PROJECT shall be submitted with a proposal guarantee of cash, certified check, cashier's check or BID SURETY BOND for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of NOTICE OF AWARD, from the City of San Luis, Arizona, Bidder will execute the CONTRACT DOCUMENTS within 7 (seven) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within **90 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			

(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:

THIS PROPOSAL IS SUBMITTED BY DPE CONSTRUCTION, INC,
a corporation organized under the laws of the State of AZ,
or a partnership consisting of _____,
or individual trading as _____;
of the City of YUMA AZ. (City, State) and is the holder of Arizona
State Contractor's license(s): General Engineering (type)
Classification A License No. 080704.

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 EAST 20TH STREET

City, State, ZIP YUMA, AZ, 85365

By _____ 10/01/24
[Signature] [Date]

Name ESTEBAN HERNANDEZ

Title ESTIMATOR/ PM

e-mail: Estebanh@dpeyuma.com

ATTEST:
[If Bidder is an Individual]

Witness: _____
[Signature] [Date]

Name and Title: _____

BID SCHEDULE

Project Name: City of San Luis
Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

Firm Name: DPE CONSTRUCTION, INC

Bid Item No.	Item Description	Unit of Measure	Total Qtty	Unit Price	Total
1	Remove Existing Asphalt (Any Thickness)	SY	1950	$ 10.00	$ 19,500.00
2	Remove Existing Concrete Curb (Any Type)	LF	404	$ 21.00	$ 8,484.00
3	Remove Existing Sidewalk, Driveway, and Slab (Flat Work)	SY	378	$ 50.00	$ 18,900.00
4	Remove Existing 15" Dia. Sewermain PVC	LF	20	$ 220.00	$ 4,400.00
5	Adjust In Place Existing 18" Dia. Sewermain Vertically/Repair Sag	LF	315	$ 300.00	$ 94,500.00
6	Adjust In Place Existing 15" Dia. Sewermain Vertically/Repair Sag	LF	330	$ 320.00	$ 105,600.00
7	15" Dia SDR 35 PVC Sewermain	LF	20	$ 520.00	$ 10,400.00
8	12" Dia SDR 35 PVC Sewermain	LF	212	$ 205.00	$ 43,460.00
9	8" Dia SDR 35 PVC Sewermain	LF	220	$ 185.00	$ 40,700.00
10	6" Dia SDR 35 PVC Sewermain	LF	590	$ 85.00	$ 50,150.00
11	4" Dia SDR 35 PVC Sewermain	LF	17	$ 365.00	$ 6,205.00
12	6" Dia Deep Sewer Service Connection (Sheet D-1, Detail 1)	EA	1	$ 6,500.00	$ 6,500.00
13	4' Dia. Polymer Concrete Sewer Manhole (City of Yuma Std. 6-080, 6-090)	EA	1	$ 42,000.00	$ 42,000.00
14	Install 4' Dia. Armorock Sewer Manhole Rehabilitation Insert	EA	9	$ 27,000.00	$ 243,000.00
15	Manhole Drop Sewer Connection Type "A" and "B" (City of Yuma Std. 6-055, 6-060)	EA	13	$ 3,000.00	$ 39000.00
16	Core Existing Sewer Manhole for New Sewer Lateral/Main/Drop Connection	EA	18	$ 500.00	$ 9,000.00

Bid Item No.	Item Description	Unit of Measure	Total Qtty	Unit Price	Total
17	Repair Existing Sewer Manhole Bench Lining	EA	20	$ 2,000.00	$ 40,000.00
18	Modify Existing Sewer Manhole Bench Channel For New Lateral	EA	4	$ 4,800.00	$ 19,200.00
19	Install 4' Dia. Armorock Sewer Manhole Polymer Cone	EA	11	$ 24,000.00	$ 264,000.00
20	Repair Existing Sewer Manhole Cone Lining	EA	9	$ 4,000.00	$ 36,000.00
21	Adjust Existing Sanitary Sewer Manhole with new Frame & Cover (City of Yuma Std 6-035, 6-040)	EA	17	$ 2,000.00	$ 34,000.00
22	Adjust Existing Water Valve with New Frame and Cover (City of Yuma Std. 5-075)	EA	1	$ 1,250.00	$ 1,250.00
23	Sidewalk (City of Yuma Std. 3-135)	SF	1011	$ 15.50	$ 15,670.50
24	Asphalt Paving (2" AC/4" ABC) - Pavement Structural Section No. 1	SY	1950	$ 55.00	$ 107,250.00
25	Sidewalk Ramp (City of Yuma Std. 3-145)	SF	359	$ 23.00	$ 8,257.00
26	Vertical Curb and Gutter (City of Yuma Std. 3-060)	LF	404	$ 42.00	$ 16,968.00
27	Storm Water Pollution Prevention Plan	LS	1	$ 10,000.00	$ 10,000.00
28	Maintenance and Protection of Traffic	LS	1	$ 47,000.00	$ 47,000.00
29	Construction Staking	LS	1	$ 38,000.00	$ 38,000.00

SUBTOTAL $ 1,379,394.50

5% CONTINGENCY $ 68,969.73

TOTAL PROJECT COST $ 1,448,364.23

TOTAL BASE BID AMOUNT IN WORDS

One Million Four Hundred-Forty Eight Thousand, Three hundred Sixty-Four Dollars W/ Twenty Three Cents.

BID SURETY BOND

Project Name: City of San Luis - Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That we, DPE Construction, Inc., as Principal, (hereinafter called the Principal),

and the Western Surety Company, a corporation duly organized under the laws of the State of South Dakota and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto City of San Luis, Arizona [hereinafter called City] as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the City for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes [ARS].

WHEREAS, the said Principal is herewith submitting its PROPOSAL for the City of San Luis - Cesar Chavez Blvd. Sewer Improvements.

NOW, THEREFORE, if the City shall accept the PROPOSAL of the Principal and the Principal shall enter into a CONTRACT with the City in accordance with the terms of the PROPOSAL and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the CONTRACT and for the prompt payment of labor and materials furnished in the prosecution of the CONTRACT, or in the event of the failure of the Principal to enter into the CONTRACT and give the Bonds and Certificates of Insurance, if the Principal pays to the City the difference not to exceed the penalty of the bond between the amount specified in the PROPOSAL and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the PROPOSAL then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, ARS, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this 1st day of October, 2024.

DPE Construction, Inc.
Principal Firm

[Seal]

Principal Signature

Esteban Hernandez, Estimator
Name and Title

Western Surety Company
Surety Firm

[Seal]

Surety Signature

Gregory P. Griffith, Attorney-in-fact
Name and Title

Constructors Bonding, Inc. of Nevada
Gregory P. Griffith, Arizona Resident Agent
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 [illegible]

- In Unlimited Amounts -

[illegible]

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 [illegible]

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of June, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 27th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges [illegible]

My commission expires

[illegible]

M. Bent

M. Bent, Notary Public

CERTIFICATE

I, [illegible], 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 1st day of October, 2024.

WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

[illegible]

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 - Cesar Chavez Blvd. Sewer Improvements

To: City of San Luis, Arizona

That pursuant to Section 1128 of Title 23 USC, the undersigned in submitting a PROPOSAL for performing the following work by CONTRACT, being duly sworn, disposes and says that he has not, nor anyone associated with the business identified below, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this CONTRACT.

Signature of Bidder

ESTIMATOR
Title

DPE CONSTRUCTION, INC
Business Name

1636 E 20TH STREET, YUMA, AZ 85365
Address

Subscribed and sworn to before me this 1st day of October, 2024.

Notary Public

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

My Commission Expires October 23, 2027.

MICHELLE L. ALLEN
Notary Public - Arizona
Yuma County
Commission # 658228
My Comm. Expires Oct. 23, 2027

BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST

Project Name: City of San Luis - Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

This form shall be submitted along with the PROPOSAL in the same sealed envelope.

The BIDDER must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated.

BIDDER AND ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AT THE TIME OF THE BID OPENING.

	BIDDER, SUB CONTRACTOR AND/OR SUPPLIER	CURRENT AZ LICENSE [CONTRACTOR/SUB CONTRACTOR]
1.	DPE CONSTRUCTION, INC	080704 A
2.	Cemex Material	
3.	Pacific Steel, Inc	
4.	Dan Robin and Assoc.	
5.		

AGREEMENT
FOR THE CONSTRUCTION OF
CITY OF SAN LUIS
CESAR CHAVEZ BOULEVARD SEWER IMPROVEMENTS PROJECT

This agreement ("Contract") is made and entered into this ____ day of October 2024, by and between:

DPE Construction, Inc. 1636 East 20th Street Yuma, Arizona 85365 an Arizona for-profit corporation ("Contractor") and	City of San Luis 1090 East Union Street [*physical address*] P.O. Box 3750 [*mailing address*] San Luis, Arizona 85349 an Arizona municipal corporation ("City" or "City of San Luis")

The Contractor and City may be referred to individually as the "Party" and collectively as the "Parties." All defined words in the document titled "General Conditions of the Contract" ("General Conditions"), which was provided in the City's Request for Proposals ("RFP"), shall have the same meaning in this Contract unless otherwise specified in this Contract. Any term defined in the General Conditions and used in this Contract shall be interpreted as per the definition provided in the General Conditions.

WHEREAS, the Scope of Work requires the Contractor to furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work for the City of San Luis – Cesar Chavez Boulevard Sewer Improvements Project ("Project"), per the Contractor's bid of October 1, 2024 ("Proposal") and to completely and totally remove and install the materials therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its engineers ("ENGINEERS"), or the ENGINEERS' properly authorized agents and strictly pursuant to and in conformity with the plans and specification prepared by the ENGINEERS, and with such modifications of the same and other documents that the City may make through the ENGINEERS or the ENGINEERS' properly authorized agents, as provided herein; and

WHEREAS, San Luis City Council, at a properly noticed open meeting, awarded the bid to the Contractor on October 9, 2024;

NOW, THEREFORE, the above recitals are incorporated into this Contract. In consideration of the City paying the sum of $1,448,364.23 to the Contractor and the Contractor constructing the Cesar Chavez Boulevard Sewer Improvements and other work incidental in the manner and at the time provided in this Contract, and in consideration of the other mutual benefits and obligations contained in this Contract, the Parties agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY:	Jenny Torres, Acting City Manager City of San Luis, Arizona Telephone: (928) 341-8520 E-mail: jtorres@sanluisaz.gov
CITY PROJECT MANAGER:	Jorge Perez, Assistant Director of Public Works City of San Luis Telephone: (928) 341-8577 E-mail: jperez@sanluisaz.gov
CONTRACTOR:	James G. Allen, Vice President DPE Construction, Inc. Telephone: (928) 783-7885 E-mail: jima@dpeyuma.com
CONTRACTOR MANAGER:	Esteban Hernandez, Estimator/Project Manager DPE Construction, Inc. Telephone: (760) 969-8450 E-mail: estebanh@dpeyuma.com
PROJECT ENGINEER / DESIGNER:	Tomas Sanchez, PE, RLS Core Engineering Group, PLLC. Telephone: (928) 344-5931 E-mail: tsanchez@core-e-g.com
PROJECT DESCRIPTION:	City of San Luis, Cesar Chavez Blvd. Sewer Improvements
PROJECT LOCATION:	Cesar Chavez Blvd. between US95/Main Street and 10th Avenue

ARTICLE 2 - CONTRACT DOCUMENTS

The Contract between the City and the Contractor shall consist of the following items, collectively the "Contract Documents:"

1. Change Orders, written and properly executed (if any), as defined in the General Conditions;
2. Performance bond and payment bond (required by A.R.S. § 41-2574, also known as contract bond and labor & materials bond), warranty bond, bid bond, and other bonds;
3. Project specifications;
4. Construction Documents, as defined in the General Conditions;
5. General Conditions;
6. Bid documents {including but not limited to the advertisement for bids, bid schedule, addenda (if any), additive bid items (if any), and the Proposal;
7. Special Conditions provided in the RFP Pages SP-1 through SP-8 (which amend Part 100 of the 2016 City of San Luis Supplemental to the 2015 MAG Uniform Standard Specifications);
8. 2016 City of San Luis Supplemental to the 2015 MAG Uniform Standard Specifications and Details for Public Works Construction and City of Yuma Construction Standard Detail Drawings, MAG Uniform Standard Specifications and Details for Public Works Construction, City of Yuma Construction Standard Detail Drawings – Edition 2019;

9. Certificates of Insurance;
10. Notice to Proceed, as defined in the General Conditions; and
11. Project Schedule, as defined in the General Conditions

By this reference, the above Contract Documents are incorporated into and made a part of this Contract to the same extent as if set forth in full here.

In the event of a conflict of language between the items listed above, they shall govern in the order listed. The Contract Documents shall govern in all other matters not otherwise specified by the Contract between the Parties. All previous contracts between the Contractor and City are not applicable to this Contract or other resultant contracts.

ARTICLE 3 - DESIGN PHASE SERVICES

The Contractor is not required to provide design phase services to the City in relation to this Project.

ARTICLE 4 - CONSTRUCTION SERVICES

4-1 General.

4-1.01 The Contractor agrees, at its own cost and expense, to do all Work (as defined in the General Conditions) necessary and required to fully, timely, and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.

4-1.02 The Contractor shall provide all the labor and materials and perform the Work in accordance with Section 4 of the General Conditions. Below are some but not all of the major components of the construction services and the corresponding subsections of Section 4 of the General Conditions.

4-1.03 At all times relevant to this Contract and performance of the Work, the Contractor shall fully comply with all laws, regulations, or legal requirements applicable to the City, the Project, and the Contract, including, without limitation, those set forth in the General Conditions.

4-1.04 The Contractor shall perform the Work under this Contract using only those firms, team members, and individuals designated by Contractor consistent with the Contractor's accepted bid, or otherwise, approved by the City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4-1.05 The Contractor shall comply with all terms and conditions of the General Conditions.

4-1.06 The terms of this Contract shall govern in the event of a conflict between it and the General Conditions or any exhibit to the Contract or appendix to the General Conditions.

4-1.07 For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings, and other information or matter in whatever form created

(e.g., electronic or printed) and in all media now known or in the future created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If, for any reason, any such Work is found not to be a Work Made for Hire, the Contractor, by entering into this Contract, transfers and assigns ownership of the copyright in such Work to the City. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of the City. The rights in this Section are exclusive to the City in perpetuity.

4-2 The Contractor's Pre-Contract and Pre-Work Deliverables. The Contractor shall provide the deliverables in accordance with Section 4.2 of the General Conditions.

4-3 Pre-Construction Conference. The Contractor shall attend the pre-construction conference in accordance with Section 4.3 of the General Conditions.

4-4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). The Contractor shall control and maintain the Project site in accordance with Section 4.4 of the General Conditions.

4-5 Control of the Project Site. The Contractor shall control and maintain the Project site in accordance with Section 4.5 of the General Conditions.

4-6 Project Safety. The Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4-7 Materials Quality, Substitutions, and Shop Drawings. The Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4-8 Project Record Documents. The Contractor shall maintain and make available the Project Record Document in accordance with Section 4.8 of the General Conditions.

4-9 Warranty and Correction of Defect Work. The Contractor shall provide warranties and correct defective Work in accordance with section 4.9 of the General Conditions.

ARTICLE 5 - CITY'S RESPONSIBILITIES

The City shall have the responsibilities and provide the information specified in, and subject to, the conditions set forth in Section 5 of the General Conditions.

ARTICLE 6 - CONTRACT TIME

6-1 Contract Time.

The Contract Time shall start with the Notice to Proceed and end with Final Acceptance, as set forth in Section 6-4 below. The Notice to Proceed cannot be issued prior to the City's approval and acceptance of the Contractor's bid.

6-1.01 The Contract Time shall be as set forth in the Project Schedule. The Contractor agrees that it will commence the performance of the Work and complete the Project within the Contract Time.

6-1.02 Time is of the essence of this Contract, for the Project, and for each phase and designated milestone of the Contract.

6-1.03 Failure on the part of the Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for the City to terminate this Contract.

6-2 Project Schedule. The Project Schedule, as required by Section 6.2 of the General Conditions, shall be updated and maintained throughout the Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6-3 Final Completion and Final Acceptance.

6-3.01 The Parties expressly agree by this writing that Final Completion (as defined in Section 2.14 of the General Conditions) must be obtained by **no later than ninety (90) days** (calendar days, as defined in Section 2.12 of the General Conditions) **after the date of Notice to Proceed**. Final Completion will be determined, and Final Acceptance will be issued pursuant to Sections 6.3 and 6.4 of the General Conditions.

6-4 Liquidated Damages.

6-4.01 Because of the contingencies related to grant money to widen Cesar Chavez Boulevard relying on timely completion of this Project, the Contractor acknowledges and agrees that if the Contractor fails, neglects, or refuses to obtain the Final Completion of the Work within ninety (90) days, the City will sustain extensive damages and serious loss as a result of such failure. The Contractor agrees to pay the City liquidated damages for delay in the sum of **$1,190.00** for each consecutive calendar Day after the ninety (90) days have expired and the Final Completion of Work is not achieved. The Parties agree that the stated liquidated damages are reasonable to compensate the City and not as punitive damages. (The sum of $1,190.00 per day is consistent with Section 6.4 of the General Conditions and its reference to Subsection 108.9 of the 2016 City of San Luis Supplement to the 2015 MAG Uniform Standard Specification for Public Works Construction.)

6-4.02 The City may deduct liquidated damages described in Subsection 6-4.01 above from any unpaid amounts then or thereafter due to the Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the

City at the demand of the City, together with interest from the date of the demand at the highest lawful rate of interest payable by the Contractor.

6-4.03 Nothing in this Contract shall be deemed to constitute a waiver of any other remedy available to the City in the event of the Contractor's default under this Contract prior to full performance of the Work, including, as applicable, specific performance or completion of the Work on behalf of the Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by the Contractor

ARTICLE 7 - CONTRACT PRICE

7-1 Contract Price.

7-1.01 In exchange for the Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, the City will pay the Contractor the Contract Price (as defined by Section 2.6 of the General Terms), which is one million, four hundred forty-eight U.S. dollars and twenty-three cents ($1,448,364.23).

7-1.02 The Contract Price is all-inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly, and timely perform and construct the Work.

ARTICLE 8 - PAYMENT

Payments shall be made to the Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 9 - CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 10 - TERMINATION

The Contract may be terminated in accordance with Section 10 of the General Conditions.

ARTICLE 11 - INSURANCE AND BONDS

11-1 The Contractor shall provide Insurance as provided in the Insurance Requirements and in accordance with Section 11.1 of the General Conditions. The Contractor shall provide proof of such Insurance and all required endorsements in forms acceptable to the City prior to commencing any Work under this Contract.

11-2 The Contractor shall provide performance, payment, and warranty bonds to the City in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-222.

11-3 The Contractor's failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to the City will be a material breach and grounds for termination for cause under this Contract.

ARTICLE 12 - INDEMNIFICATION

The Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in section 13 of the General Conditions.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14-1 The miscellaneous provisions set forth in section 14 of the General Conditions shall apply to this Contract.

14-2 The Contractor and any subcontractors or agents of the Contractor shall abide by the federal regulations prohibiting discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation, and take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

ARTICLE 15 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts. Such signature pages may all be attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

ARTICLE 16 - AUTHORITY

Each Party represents and warrants to the other Party: (i) that such Party is duly organized and validly existing under the laws of the State of Arizona and has full corporate power and authority to enter into this Contract and to carry out the provisions of this Contract; (ii) such Party is duly authorized to execute and deliver this Contract and to perform its obligations under this Contract; (iii) the person executing this Contract on such Party's behalf has been duly authorized to do so by all requisite corporate action, and (iv) this Contract is a legal and valid obligation binding upon the Parties and enforceable in accordance with its terms.

[Intentionally left blank. Signature page follows.]

The Parties have executed this Contract in Yuma County, Arizona, on the day and year set forth above, which is the day the last Party signed this Contract. The original Contract will be filed with the City of San Luis Clerk.

City of San Luis, Arizona

_____ _____

Nieves Riedel, Mayor Date

Attest:

_____

Sonia Cornelio, City Clerk

Approved As to Form

_____

Kay Marion Macuil, City Attorney

DPE Construction, Inc.

_____ _____

James G. Allen, Vice President Date

CONTRACT DOCUMENTS

FOR

CITY OF SAN LUIS
CESAR CHAVEZ BLVD. SEWER IMPROVEMENTS

City of San Luis
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

Acting City Manager:
Jenny Torres

Mayor:
Nieves Riedel

Vice-Mayor:
Gloria Torres

Council Members:
Luis E. Cabrera
Maria Cecilia Cruz
Tadeo Azael De La Hoya
Matias Rosales
Javier Vargas



PREPARED BY:
Core Engineering Group, PLLC
200 E. 16th Street, Suite 150
Yuma, AZ 85364
(928) 344-5931

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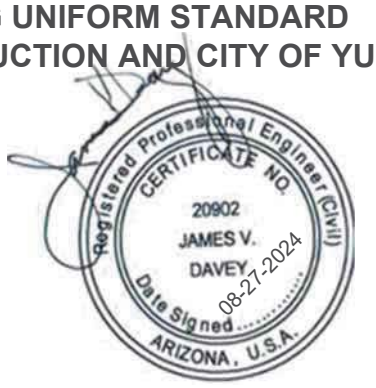
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REQUEST FOR PROPOSALS
CITY OF SAN LUIS, ARIZONA
CESAR CHAVEZ BLVD. SEWER IMPROVEMENTS

NOTICE IS HEREBY GIVEN THAT sealed proposals or bids will be received in the Office of the City Clerk, City Hall, 1090 E. Union Street, City of San Luis, Arizona until 3:00 P.M. (M.S.T.) on Tuesday, October 1st, 2024, for furnishing all labor, materials, equipment, tools and performing all services required for the construction of the **City of San Luis – Cesar Chavez Blvd. Sewer Improvements** and work incidental thereto. Proposals will then be publicly opened and read aloud. Each Bid should be submitted on the Proposal Form and be accompanied by a certified or cashiers check or bid bond in the amount of ten (10%) percent of the total amount of the bid.

The proposed work is located within the limits of the City of San Luis, Arizona. The work consists of, but is not limited to repairing in place about 645 LF of existing sewermain, repairing existing manhole bases, installing about 1,000 LF of new sewermain and sewer services laterals, installing manhole cones and insert. The project also includes miscellaneous asphalt and concrete removal and replacement, and adjustment of existing water valves and sewer manhole frames and covers to finished grade and other work incidental to the project as specified in the Contract Document and Project Plans.

The project shall be complete and in place within 90 calendar days from the date of Notice to

Plans, specifications and contract documents may be obtained at the office of Core Engineering Group, PLLC, 200 E. 16th Street, Suite 150 Yuma, Arizona, 85364, attn: Tomas Sanchez telephone (928) 344-5931, tsanchez@core-e-g.com.

A non-mandatory Pre-Bid Conference will be held at the City of San Luis Pedro Julian Conference Room in City Hall on Tuesday, September 17th, 2024, at 9:00 A.M. (M.S.T.) to discuss specifications and any questions Bidders may have.

All bids must be in a sealed envelope and plainly marked: "**City of San Luis – Cesar Chavez Blvd. Sewer Improvements**."

The City of San Luis reserves the right to cancel this procurement, and/or to reject any or all bids, and/or to waive any informality in any bid. No bidder may withdraw his bid for a period of thirty (30) days after the date set for the bid opening thereof:

CITY OF SAN LUIS, ARIZONA

_____

Jenny Torres, Acting CITY MANAGER

INSTRUCTIONS FOR BIDDERS

Project Name: City of San Luis
Cesar Chavez Blvd. Sewer Improvements

To be considered, bids must be made in accordance with these Instructions to Bidders.

1. DEFINITIONS

1.1 All definitions set forth in the General Conditions are applicable to these Instructions to Bidders.

1.2 Bidding Documents include the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond Form, and the proposed Contract Documents, including any addenda issued prior to the receipt of bids.

1.3 Addenda are written or graphic instructions issued prior to the execution of the contract which modify or interpret the Bidding Documents, including Drawings, conditions of the Contract and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

1.4 The term "Owner" or "City" shall be interpreted to mean City of San Luis, Arizona.

2. BIDDER'S REPRESENTATION

2.1 Before submitting a bid, bidders shall carefully examine the Drawings, Bidding Requirements, Bid Document Contract Forms, General Conditions, Supplementary General conditions, Specifications, and Related Documents, visit the site of the work, and fully inform themselves as to all existing conditions and limitations and shall include in the bid a sum sufficient to cover the cost of all items included in the Contract. The Bidder, if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning the Project, which said Bidder might have fully informed himself prior to the building.

3. BIDDING DOCUMENTS

3.1 Bidders may obtain copies of the bidding Documents at:

Core Engineering Group, PLLC
Attn: Tomas Sanchez
200 E. 16th St. Suite 150
Yuma, Arizona 85364
Phone (928) 344-5931
tsanchez@core-e-g.com

3.2 A $50.00 nonrefundable deposit for copies of the Plans and Specifications (Contract Documents) shall be made payable to Core Engineering Group, PLLC.

Potential bidders may also download an electronic copy of the plans and contract

documents from the City of San Luis website at the following link:
https://www.sanluisaz.gov

3.3 Copies of bidding Documents: Sub-contractors and Major suppliers may be issued copies or full sets at the cost of printing.

4. INTERPRETATION OF BIDDING DOCUMENTS

4.1 Should a Bidder find discrepancies, inconsistencies or obscurities in, or omissions from the bidding documents, or should he be in doubt as to their meaning, he shall, at once, notify the Engineer, who will issue a written Addendum, clarifying the intent of the documents. Any such item not brought to the Engineer's attention during the bidding period shall be done in accordance with the Engineer's interpretation for the good of the work in accordance with the intent and meaning of the Contract Documents. Neither owner nor Engineer will be responsible for oral instruction or information. Addenda may not be issued less than 48 hours before the time specified for receipt of bids. Questions received less than four calendar days prior to the assigned bid date cannot be answered in writing. Should any discrepancies not be clarified by Addendum, the Contractor shall use the most expensive condition shown or specified in bid.

4.2 Prior to the receipt of bids, each person or firm recorded by the Engineer as having received the bidding documents will be notified of any addendum. Addenda will also be available for Inspection wherever the bidding documents are kept available for that purpose.

4.3 All Addenda issued by the Engineer during the time of bidding are to be included in the bid, and shall become a part of the bidding documents (bidder's responsibility to check for addendums). Acknowledge receipt of Addenda on the Bid form in space provided.

4.4 Point of Contact for questions is:

Core Engineering Group, PLLC
Attn: Tomas Sanchez
200 E. 16th St. Suite 150, Yuma, Arizona 85364
Phone (928) 344-5931
tsanchez@core-e-g.com

5. SUBSTITUTIONS

5.1 When a specific manufacturer, trade name or material is specified, or indicated, it is to establish a standard of quality and shall not be construed as limiting competition. However, components of electrical systems shall be standard items and/or interchangeable with specified manufacturer to facilitate repairs and upkeep by the Owner.

5.2 It shall be the Contractor's responsibility to provide materials of equal standards to those specified. The Engineer shall be the sole judge as to whether or not the products meet the established standards. The Contractor MUST request written approval of equal materials from the Engineer prior to, or after the bid date.

6. BIDDING PROCEDURES

6.1 A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Submit Proposals, or prior to any extension thereof issued to the bidders. No bid will be acceptable unless the entire PROPOSAL PAMPHLET [pages PK 1-7], included in this PROPOSAL PAMPLET, is submitted with the appropriate forms provided and completed. [NO SUBSTITUTE FORMS SHALL BE SUBMITTED].

6.2 All bids must be prepared on the "Bid Form" with all blank spaces filled, the signature in longhand, and without alterations or erasures. Black spaces requiring dollar amounts must be filled in with dollar amounts. If a line unit price is left blank the price will be considered as zero [$0.00] and extended as such. The total base bid amount must be in words as well as figures. Should any difference in words and figures occur, the amount stated in words shall govern. The form must be executed in either ink or type written. Where bidder is a corporation, the Bid Form must be signed by the legal name of the corporation followed by the name of state of incorporation, date of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

6.3 Bids shall be submitted as follows:

A. Submit one (1) original and one (1) copy in a ***sealed*** envelope. This is to be put inside a shipping envelope or box that is clearly marked “City of San Luis City of San Luis – Cesar Chavez Blvd. Sewer Improvements” on the outside and addressed as indicated immediately below:

1. If submitter is sending the proposal by US Mail, the proposal package should be sent only to:

Sonia Cornelio
Office of City Clerk
City of San Luis
P.O. Box 1170, San Luis, AZ 85349

2. If submitter is sending the proposal package via a delivery service or hand delivered, the proposal should be sent only to:

Sonia Cornelio
Office of City Clerk
City of San Luis
City Hall
1090 E. Union St., San Luis, AZ 85349

- Deadline for receipt of proposals is at 3:00 P.M. local time on Tuesday, October 1st, 2024. Late proposals will be returned unopened.
- FAX and Internet submissions are NOT acceptable and will be rejected.

B. The Bid envelope shall also contain the following:
1. Bid Security.
2. Subcontractors list form.

C. Bidders Contact Information - It is important that the City of San Luis keeps accurate records of potential bidders. It is the bidder's responsibility to make sure the City has their contact information so that any addendums or supplementary information can be delivered to them. Provide Name, Phone Number, and E-mail to:

Core Engineering Group, PLLC
Attn: Tomas Sanchez
200 E. 16th St. Suite 150, Yuma, Arizona 85364
Phone (928) 344-5931
tsanchez@core-e-g.com

6.4 Bid Security:

A. Each bidder is required to submit, with his bid, a certified or cashier's check upon a solvent bank, or a surety bond for ten percent (10%) of the amount of the Base Bid made payable to the Owner.

1. If more than one proposal is submitted, only one Bid Security is required for the largest base Bid amount, however, this bond shall apply to any and/or all bids submitted.

B. The Bid Security shall be given as a guarantee that the bidder will enter into a contract to perform the work, if awarded to him, and provide a satisfactory Performance Bond and Payment Bond as required under the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes. Bid Security shall be declared forfeited as liquidated damages if he refuses to enter into said contract upon request to do so by the Owner.

C. Bid Security will be returned to the unsuccessful bidders, and to the successful bidder upon the execution of a satisfactory Performance Bond and Payment Bond and Construction Contract.

D. Bidders may withdraw their bid at any time prior to bid opening, but may not resubmit them. No bid may be modified or withdrawn after the bid opening for a period of 30 days except where the award of the contract has been delayed at least 31 days.

6.5 A voluntary pre-bidders conference will be held at 9:00 A.M. at the San Luis Pedro Julian Conference Room in City Hall on Tuesday, September 17th, 2024 City Hall is located at: 1090 E. Union St., San Luis, AZ 85349.

7. SUBCONTRACTOR LIST FORM

7.1 Complete the Subcontractor List Form, listing a single company, firm, or organization name only for each branch of the work. Submit the same in a separate, sealed envelope with bid.

7.2 The competency and responsibility of bidders and their proposed subcontractors will be considered in making the award.

7.4 The Contractor shall pay the cost of all permits, changes, meters, connections, fees, etc., directly to governmental agencies having jurisdiction to comply with the law of the place of the Project in order to complete the work. The bidders' attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the Contract.

8. REJECTION OF BIDS

8.1 The Bidder acknowledges the right of the Owner to reject any or all bids, to waive any informality or irregularity in any bid received, or to withhold the award for any reason he determines. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish any required Bid Security or to submit the data required by the Bidding Documents, or if the bid is in any way incomplete or irregular. Bidders shall understand that the Owner will not be responsible for any errors or omissions in the preparation of the bid.

9. AGREEMENT

9.1 The form of Agreement which the successful Bidder will be required to execute in four (4) original counterparts. Progressed payments will be made to the Contractor by the Owner in an amount equal to 90% of that due until the final payment.

10. WARRANTY

10.1 The Contractor certifies by submitting his bid that he has familiarized himself with all specified products, materials, and systems which are proposed for inclusion in the required work, and that said materials, products, and systems are appropriate for the use(s) intended. He additionally certifies by submitting this bid that he shall, in fact, install said materials, products, and systems in the work properly and in rigid compliance with the terms and conditions of the Contract Documents, and shall issue his written warranty applicable to the work as required by the applicable Supplementary General Conditions. If the Bidder determines that the proposed materials, products, and/or systems are not appropriate for the use(s) intended, he shall submit his written exceptions attached to the Bid Form.

11. PERFORMANCE AND PAYMENT BONDS

11.1 The Contractor is hereby required to provide and pay for Performance and Payment Bonds. Bonds shall secure the faithful performance (100%) of the Contract and the payment of all obligations (100%) arising there under, in such form as the Owner may prescribe and with such sureties that he may approve. Both Bonds shall be active and held by the Owner for duration of the guaranty (warranty).

12. CONTRACTOR LICENSE LAW, ELIGIBILITY & PREFERENCE

12.1 The Contractor shall comply with, and require all subcontractors to comply with State of Arizona and City Contractor's License Laws. Contractor shall comply with the provisions of

"an Act to Regulate the Business of Contracting", Title 32, Chapter 10, Arizona Revised Statutes with latest adopted revisions and 'Contractor's License Laws and Regulations" dated July, 1981, published by the Arizona State Registrar of Contractors, or the latest revision thereof adopted under the provision of AIRS title 32, chapter 10, Articles 2 and 3.

The prime Contractor shall have a State of Arizona Classification "A" Contractor's license to perform the work. A bid submitted by any Contractor not properly licensed at the time of bid opening shall be considered non-responsive and will be rejected.

13. NONDISCRIMINATION

13.1 In connection with the performance of work under this Contract, the Contractor agrees (as prescribed in A.R.S. Section 23-373) not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision 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 compensations and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clauses. The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

14. COPIES OF DOCUMENTS FURNISHED.

14.1 The Contractor shall be furnished three (3) sets of appropriate Construction Documents free of charge at the Pre-Construction meeting.

Additional copies may be obtained from the Engineer by paying cost of reproduction of same.

15. INSURANCE

15.1 The contractor is required to provide and pay for insurances. He shall file, with his Performance and Payment Bonds, all required Certificates of Insurance.

15.2 The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance require of the subcontractor has been so obtained and approved.

15.3 The Contractor shall procure and maintain during the life of this contract, Workmen's Compensation Insurance as required by applicable State or Territorial Law for all of his employees to be engaged in work at the site of the project under this contract, and in any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Workmen's Compensation Insurance. In case any class of the employees engaged in hazardous work on the project under this contract are not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such

of his employees as are not otherwise protected.

15.4 The Contractor shall provide public liability insurance and show evidence of the following limits:

Bodily Injury $1,000,000.00
Property Damage $ 500,000.00
Auto Liability (owned non-owned. hired) $ 500,000.00

The insurance policy shall not have more than Five Thousand dollars ($5000.00) deductible and shall name City of San Luis as additionally insured.

16. ADDITIONAL SERVICES

16.1 Contractor agrees to pay for additional testing services, additional Engineering services, and any similar related additional costs as designated in the Contract Documents.

17. SUMMARY OF THE WORK

17.1 Refer to the Overview, Summary and Scope of Work, and Summary of the Work, for description of the work.

18. SUBSTANTIAL COMPLETION

18.1 Substantial Completion will be accomplished no later than 90 days from dated letter "Notice to Proceed".

19. LIQUIDATED DAMAGES

19.1 The liquidated damages for this project shall be determined by the Schedule of Liquidated Damages in City of San Luis Supplemental to the MAG Uniform Standard Specifications.

20. EVALUATION AND AWARD

- Bid opening will take place on Tuesday, October 1st, 2024 immediately after the close of the bidding.
- City staff will convene in the Pedro Julian Conference Room at the San Luis City Hall, open the proposals, and read the bids into the record.
- Award will be made to the lowest qualified responsive bidder.
- Formal award of contract will be on the next available Regular City Council meeting.

21. PROTESTS

All responders will receive notification via e-mail regarding their status vis-a-vis the proposed contract award. Responders not selected have two days from e-mail sent date to initiate protest proceedings. To do this, a dissatisfied party must lodge a protest with Eulogio Vera, City of San Luis Director of Public Works, via receipted e-mail (evera@sanluisaz.gov) or by certified mail (Attn: Eulogio Vera/City of San Luis/P.O. Box 1170/San Luis, AZ 85349). The City of San Luis will then hold a hearing within two days of the receipt of the protest and make a determination within two days of the hearing. In the absence of a successful protest, the contract will be awarded to the most responsive qualified bidder.

PROJECT NAME, LOCATION AND OVERVIEW

PROJECT NAME:

The name of this project is **CITY OF SAN LUIS CESAR CHAVEZ BLVD. SEWER IMPROVEMENTS**. All correspondence and documents are to reference "CITY OF SAN LUIS CESAR CHAVEZ BLVD. SEWER IMPROVEMENTS".

PROJECT LOCATION:

The PROJECT is located in Yuma County, Arizona. The proposed work is located within the limits of the City of San Luis, Arizona, on Cesar Chavez Blvd. between US95/Main Street and 10th Avenue.

OVERVIEW:

This PROPOSAL PAMPHLET contains the bid documents necessary to respond to the Request for Bid for **CITY OF SAN LUIS CESAR CHAVEZ BLVD. SEWER IMPROVEMENTS.** This project is being undertaken by the City of San Luis, Arizona funds. This bid pertains to those activities described herein under the Scope of Work.

It is especially important that bidders are aware of the following:

1. This solicitation is open to general contractors and subcontractors licensed to operate in the State of Arizona.

2. Davis-Bacon wage rates **DO NOT** apply.

SCOPE OF WORK

Scope of Work, **CITY OF SAN LUIS CESAR CHAVEZ BLVD. SEWER IMPROVEMENTS**.

The proposed work is located within the limits of the City of San Luis, Arizona. The work consists of, but is not limited to repairing in place about 645 LF of existing sewermain, repairing existing manhole bases, installing about 1,000 LF of new sewermain and sewer services laterals, installing manhole cones and insert. The project also includes miscellaneous asphalt and concrete removal and replacement, and adjustment of existing water valves and sewer manhole frames and covers to finished grade and other work incidental to the project as specified in the Contract Document and Project Plans.

Proposal Kit

City of San Luis
Cesar Chavez Blvd. Sewer Improvements

PROPOSAL

TO: City of San Luis, Arizona
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

BIDDER FIRM: _____
_____

Project Name: City of San
Cesar Chavez Blvd. Sewer Improvements

In compliance with the ADVERTISEMENT FOR BIDS:

Having examined the CONTRACT DOCUMENTS, site of work, and being familiar with the conditions to be met, hereby submits the following PROPOSAL for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the CONTRACT DOCUMENTS and furnish the required CONTRACT AND LABOR AND MATERIAL SURETY BONDS and CERTIFICATES OF INSURANCE for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this PROJECT shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis, the City of Yuma Construction Standard Detail Drawings – 2019 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the PLANS and SPECIAL PROVISIONS;

Understands that this PROPOSAL for construction of this PROJECT shall be submitted with a proposal guarantee of cash, certified check, cashier's check or BID SURETY BOND for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of NOTICE OF AWARD, from the City of San Luis, Arizona, Bidder will execute the CONTRACT DOCUMENTS within 7 (seven) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within 90 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
_____,		_____	

(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
Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona Firm Name:_____

Bid Item No.	Item Description	Unit of Measure	Total Qtty	Unit Price	Total
1	Remove Existing Asphalt (Any Thickness)	SY	1950	$	$
2	Remove Existing Concrete Curb (Any Type)	LF	404	$	$
3	Remove Existing Sidewalk, Driveway, and Slab (Flat Work)	SY	378	$	$
4	Remove Existing 15" Dia. Sewermain PVC	LF	20	$	$
5	Adjust In Place Existing 18" Dia. Sewermain Vertically/Repair Sag	LF	315	$	$
6	Adjust In Place Existing 15" Dia. Sewermain Vertically/Repair Sag	LF	330	$	$
7	15" Dia SDR 35 PVC Sewermain	LF	20	$	$
8	12" Dia SDR 35 PVC Sewermain	LF	212	$	$
9	8" Dia SDR 35 PVC Sewermain	LF	220	$	$
10	6" Dia SDR 35 PVC Sewermain	LF	590	$	$
11	4" Dia SDR 35 PVC Sewermain	LF	17	$	$
12	6" Dia Deep Sewer Service Connection (Sheet D-1, Detail 1)	EA	1	$	$
13	4' Dia. Polymer Concrete Sewer Manhole (City of Yuma Std. 6-080, 6-090)	EA	1	$	$
14	Install 4' Dia. Armorock Sewer Manhole Rehabilitation Insert	EA	9	$	$
15	Manhole Drop Sewer Connection Type "A" and "B" (City of Yuma Std. 6-055, 6-060)	EA	13	$	$
16	Core Existing Sewer Manhole for New Sewer Lateral/Main/Drop Connection	EA	18	$	$

Bid Item No.	Item Description	Unit of Measure	Total Qtty	Unit Price	Total
17	Repair Existing Sewer Manhole Bench Lining	EA	20	$	$
18	Modify Existing Sewer Manhole Bench Channel For New Lateral	EA	4	$	$
19	Install 4' Dia. Armorock Sewer Manhole Polymer Cone	EA	11	$	$
20	Repair Existing Sewer Manhole Cone Lining	EA	7	$	$
21	Adjust Existing Sanitary Sewer Manhole with new Frame & Cover (City of Yuma Std 6-035, 6-040)	EA	17	$	$
22	Adjust Existing Water Valve with New Frame and Cover (City of Yuma Std. 5-075)	EA	1	$	$
23	Sidewalk (City of Yuma Std. 3-135)	SF	1011	$	$
24	Asphalt Paving (2" AC/4" ABC) - Pavement Structural Section No. 1	SY	1950	$	$
25	Sidewalk Ramp (City of Yuma Std. 3-145)	SF	359	$	$
26	Vertical Curb and Gutter (City of Yuma Std. 3-060)	LF	404	$	$
27	Storm Water Pollution Prevention Plan	LS	1	$	$
28	Maintenance and Protection of Traffic	LS	1	$	$
29	Construction Staking	LS	1	$	$

SUBTOTAL $ _____

5% CONTINGENCY $ _____

TOTAL PROJECT COST $ _____

TOTAL BASE BID AMOUNT IN WORDS

_____

_____

THIS PROPOSAL IS SUBMITTED BY _____,
a corporation organized under the laws of the State of _____,

or a partnership consisting of _____,

or individual trading as _____;

of the City of _____ (City, State) and is the holder of Arizona

State Contractor's license(s): _____ (type)

Classification_____ License No. _____.

The Bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is $ _____ 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 _____

Address _____

City, State, ZIP _____

By _____
[Signature] [Date]

Name _____

Title _____

e-mail: _____

ATTEST:
[If Bidder is an Individual]

Witness: _____
[Signature] [Date]

Name and Title: _____

BID SURETY BOND

Project Name: City of San Luis - Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, (hereinafter called the Principal),

and the _____, a corporation duly organized under the laws of the State of _____ 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 - Cesar Chavez Blvd. Sewer Improvements.

NOW, THEREFORE, if the City shall accept the PROPOSAL of the Principal and the Principal shall enter into a CONTRACT with the City in accordance with the terms of the PROPOSAL and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the CONTRACT and for the prompt payment of labor and materials furnished in the prosecution of the CONTRACT, or in the event of the failure of the Principal to enter into the CONTRACT and give the Bonds and Certificates of Insurance, if the Principal pays to the City the difference not to exceed the penalty of the bond between the amount specified in the PROPOSAL and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the PROPOSAL then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, ARS, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this _____ day of _____, 2024.

_____	_____
Principal Firm [Seal]	Surety Firm [Seal]
_____	_____
Principal Signature	Surety Signature
_____	_____
Name and Title	Name and Title
	_____
	Agency of Record
	_____
	Address
	NOTE: Attach current power of attorney}

NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis - Cesar Chavez Blvd. Sewer Improvements

To: City of San Luis, Arizona

That pursuant to Section 1128 of Title 23 USC, the undersigned in submitting a PROPOSAL for performing the following work by CONTRACT, being duly sworn, disposes and says that he has not, nor anyone associated with the business identified below, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this CONTRACT.

_____
Signature of Bidder

_____
Title

_____
Business Name

_____
Address

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public

Notary Public in and for the County of _____, State _____.

My Commission Expires _____, 20____.

BIDDER'S PARTICIPATION,
SUBCONTRACTOR AND SUPPLIER LIST

Project Name: City of San Luis - Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

This form shall be submitted along with the PROPOSAL in the same sealed envelope.

The BIDDER must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated.

BIDDER AND ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AT THE TIME OF THE BID OPENING.

	BIDDER, SUB CONTRACTOR AND/OR SUPPLIER	CURRENT AZ LICENSE [CONTRACTOR/SUB CONTRACTOR]
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

Contract Kit

City of San Luis
Cesar Chavez Blvd. Sewer Improvements

SAMPLE CONTRACT

For the Construction of

City of San Luis
Cesar Chavez Blvd. Sewermain Improvements

This agreement ("AGREEMENT") is made and entered into this ___ day of _____ 20___ by and between:

("CONTRACTOR") and	City of San Luis, Arizona P.O. Box 1170 San Luis, Arizona 85349, an Arizona municipal corporation ("OWNER").

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

ARTICLE 1. - <u>SCOPE OF WORK:</u> The CONTRACTOR shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work for the construction of City of San Luis Cesar Chavez Blvd. Sewermain Improvements and to completely and totally construct the same and install the materials therein for the OWNER, in a good and workmanlike and substantial manner and to the satisfaction of the OWNER through its engineer ("ENGINEER"), or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specification prepared by the engineers for the OWNER, and with such modifications of the same and other documents that may be made by the OWNER through the ENGINEER or his properly authorized agents, as provided herein.

ARTICLE II. - CONTRACT DOCUMENTS: The CONTRACT DOCUMENTS are the ADVERTISEMENT FOR BIDS, BID SCHEDULE, Additive Bid Items, if any, PLANS, SPECIFICATIONS, General Conditions, Special Provisions, Addenda, if any, PROPOSAL, BID SURETY BOND, City of San Luis Public Works Standards (Adopted by reference into the San Luis City Code § 15.20.010 and available on the San Luis website https://sanluisaz.gov Document Center) which include the Supplemental to the M.A.G. Uniform Standard Specifications and Details for Public Works Construction and City of Yuma Construction Standard Detail Drawings, Maricopa Association of Governments (M.A.G.) Uniform Standard Specifications and Details for Public Works Construction, City of Yuma Construction Standard Detail Drawings – Edition 2013, CONTRACT SURETY BOND, LABOR AND MATERIALS SURETY BOND, Certificates of Insurance, and Change Orders, if any. The CONTRACT DOCUMENTS are, by this reference, incorporated and made a

part of this AGREEMENT to the same extent as if set forth herein in full.

ARTICLE III. - LEGAL ARIZONA WORKERS ACT COMPLIANCE: - To the extent applicable under A.R.S. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The CONTRACTOR or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the AGREEMENT. It may result in the termination of the AGREEMENT by the OWNER. The OWNER retains the legal right to randomly inspect the papers and records of the CONTRACTOR and its subcontractors who work on the AGREEMENT to ensure that the CONTRACTOR and its subcontractors are complying with the above-mentioned warranty. The CONTRACTOR and its subcontractors warrant to keep the papers and records open for inspection during regular business hours by OWNER and to cooperate with OWNER's inspections.

ARTICLE IV. - CERTIFICATIONS REQUIRED BY ARIZONA STATUTES: To the extent permitted by law, under A.R.S. § 35-393.01 and A.R.S. § 35-394, CONTRACTOR certifies by entering into this AGREEMENT that it does not boycott Israel nor does it use the forced labor of the ethnic Uyghurs in the People's Republic of China to for goods or services as more fully described in the above-cited statutes.

ARTICLE V. - COMPLIANCE WITH THE LAW: The CONTRACTOR agrees to comply with all federal, state, and local laws, rules, and regulations, including but not limited to the following:

Prevailing Wage: The PROJECT is federally funded and subject to local prevailing wage under the Davis Bacon Act under 40 U.S.C. 3141 et seq. and the federal regulations and executive orders promulgated from the Act.

Nondiscrimination: The CONTRACTOR, with regard to the work performed by it after the 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 (42 U.S.C. §§ 6101-6107), the Americans With Disability Act of 1990 (Public Law 1010-336, 42 U.S.C. §§ 12101-12213) as the Acts are amended and all applicable federal regulations under the Acts, and Arizona Governor Executive Orders 2000-04 and 2009-09 and any Arizona Governor Executive Orders that

supersede or amend them.

Conflicts of Interest: All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the conflict of interest provisions of A.R.S. § 38-511.

San Luis Business License: The CONTRACTOR shall obtain or maintain a City of San Luis, Arizona Business License for the duration of this contract.

ARTICLE VI. - TIME OF COMPLETION: The CONTRACTOR further covenants and agrees, at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements - Phase 1 and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the PROPOSAL Pamphlet, specifically 120 calendar days from date of Notice to Proceed.

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

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

[Intentionally left blank. Signature page follows.]

BINDING EFFECT: This AGREEMENT shall inure to the benefit and be binding on the heirs, legal representatives, assignees, and successors of the respective parties to this AGREEMENT. The parties executed this AGREEMENT in Yuma County, Arizona, on the day and year set forth above, which is the day the last party signed the AGREEMENT. The original AGREEMENT will be filed with the San Luis City Clerk.

The CONTRACTOR agrees that this AGREEMENT, as awarded, is for the stated work and understands that payment for the total work will be made on the basis of the indicated amount[s], as bid in the PROPOSAL. The OWNER shall pay to the CONTRACTOR, as full consideration for the faithful performance of the AGREEMENT, subject to any additions or deductions as provided in the Project documents, the sum of _____ dollars ($_____) which includes a five percent (5%) contingency.

_____
Contractor Name

_____Date_____
Signature

_____
Print Name

_____
Print Title

City of San Luis, Arizona

_____Date_____
Nieves Riedel, Mayor

Attest:

_____
Sonia Cornelio, City Clerk

Approved As to Form

_____
Kay Marion Macuil, City Attorney

CONTRACT PERFORMANCE SURETY BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

Project Name: City of San Luis Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:
That , _____, (hereinafter called the Principal), as Principal,

and _____, a corporation organized and existing under the laws of the State of _____ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the City of _____, (hereinafter called the Surety) as Surity, are held firmly bound unto City of San Luis, Arizona (hereinafter called Obligee) in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with the Obligee, dated the _____day of _____ 20___, to construct the City of San Luis Cesar Chavez Blvd. Sewer Improvements, which CONTRACT is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of the CONTRACT during the original term of CONTRACT and any extension of the CONTRACT, with or without notice to the Surety, and during the life of any guaranty required under the CONTRACT, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the CONTRACT that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation is void. Otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20____.

_____
Agency of Record

_____
Agency Address

_____	_____
Surety Firm	Principal Firm [Seal]
By _____	By _____
Surety Signature	Principal Signature
_____	_____
Name and Title {Attach current power of attorney}	Name and Title

LABOR AND MATERIALS SURETY BOND

STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

Project Name: City of San Luis Cesar Chavez Blvd. Sewer Improvements

For: City of San Luis, Arizona

KNOWN BY ALL MEN THESE PRESENTS:

That , _____, (hereinafter called the Principal), as Principal,

and _____, a corporation organized and existing under the laws of the State of _____ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the City of _____, (hereinafter called the Surety) as Surity, are held firmly bound unto the City of San Luis, Arizona (hereinafter called Obligee) in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with the Obligee, dated the _____ day of _____, 20___, for the City of San Luis Cesar Chavez Blvd. Sewer Improvements which CONTRACT is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the CONTRACT, this obligation is void, otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20____.

_____
Agency of Record

_____
Agency Address

_____ _____
Surety Firm Principal Firm [Seal]

By _____ By _____
Surety Signature Principal Signature

_____ _____ Name and
Title {Attach current power of attorney} Name and Title

CITY OF SAN LUIS, ARIZONA
CERTIFICATE OF INSURANCE

Project Name: City of San Luis Cesar Chavez Blvd. Sewer Improvements

The _____
Certifies that the following insurance policies have been issued on behalf of:

Name of Insured:_____

Address of Insured:_____

	Type of Insurance	Policy No.	Effective Date	Expiration Date	Amount	Limits of Liability
(1)	Workmen's Compensation					Statutory
(2)	Contractors Protective Bodily Injury				$1,000,000	Each Occurrence
(3)	Contractor's Protective Property Damage				$1,000,000 $1,000,000	Each Accident Aggregate
(3)	Contractual Bodily injury				$1,000,000	Each Occurrence
(3)	Contractual Property Damage				$1,000,000 $1,000,000	Each Accident Aggregate
(4)	Automobile Bodily Injury & Property Damage				$1,000,000	Each Occurrence

When the project includes construction of a new, or modification of an existing building [in addition to the above types]:

(5) Fire and extended coverage plus Vandalism and Malicious Mischief for the full amount of the CONTRACT, with the City of San Luis named as a additional insured.

		Policy No.	Expiration Date	Amount
(6)	Umbrella Coverage [if required within Special Provisions]			

Policy Includes coverage for:

(1) a. Damage caused by blasting
b. Damage caused by collapse or structural injury
c. Damage to underground utilities

(2) Liability assumed in construction agreements and other types of CONTRACTS or agreements in effect in connection with insured operations.

(3) All owned, hired or non-owned automotive equipment used in connection with the insured operation.

CITY OF SAN LUIS, ARIZONA
CERTIFICATE OF INSURANCE [CONTINUED]

Project Name: City of San Luis Cesar Chavez Blvd. Sewer Improvements

It is agreed that none of these policies will be canceled or changed so as to affect this certificate until thirty (30) days written notice of such cancellation or change has been delivered to the City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349.

It is further agreed that:

(1) These policies shall not expire until all work has been completed and the PROJECT has been accepted in writing by the City of San Luis. A renewal Certificate of the required coverage must be sent to the City of San Luis not less than thirty (30) days prior to expiration date).

(2) The policy shall be endorsed to include the following additional insured language: "City of San Luis, Arizona" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations".

This certificate is not valid unless countersigned by an authorized representative of the Insurance Company.

_____ Countersigned by: _____

Date

_____

Signature

_____

Address

_____

Telephone Number

City of San Luis, Arizona
CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

PART 100, SECTION 109, GENERAL CONDITIONS

Project Name: City of San Luis - Cesar Chavez Blvd. Sewer Improvements

To: City of San Luis, Arizona

Whom it may concern:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above PROJECT, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the CONTRACT, hereby waives and relinquished any and all further claims or right of lien under, in connection with, or as a result of the above described PROJECT. The undersigned further agrees to indemnify and save harmless the City of San Luis, Arizona against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installations.

Signed and dated at _____, this _____ day of _____ 20_____.

_____
CONTRACTOR

Signed_____
Name/Title

STATE OF ARIZONA)
) SS.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

Special Provisions

City of San Luis
Cesar Chavez Blvd. Sewer Improvements

PURPOSE:

The purpose of these Special Provisions is to supplement, modify, replace and/or delete that portion of the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction [Specifications] as adopted by the City of San Luis, City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings [Details], given herein, which do not meet specific requirements of this project.

MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION DATED JANUARY 2015 (Separate Publication, Uniform Standard Specifications Only as adopted by the City of San Luis)

CITY OF SAN LUIS SUPPLEMENTAL TO MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION AND THE CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS DATED OCTOBER 2016 (Separate Publication)

CITY OF YUMA CONSTRUCTION STANDARD DETAIL DRAWINGS DATED MAY 2019 (Separate Publication)

PART 100 - GENERAL CONDITIONS

1. SECTION 101 GENERAL CONDITIONS

101.2 General Definitions and Terms of the MAG Uniform Standard Specifications is modified to add the following:

Owner: The City acting through its legally constituted officials, officers or employees.

City: City of San Luis, Arizona acting through its legally constituted officials, officers or employees.

2. SECTION 102 BIDDING REQUIREMENTS AND CONDITION

102.2 Contents of Proposal Pamphlet of the MAG Uniform Standard Specifications, first paragraph is revised to read:

The prospective bidder may purchase plans, special provisions, and proposal pamphlets at

Core Engineering Group, PLLC, office. CAD drawings are not provided to the successful bidder.

102.5 Examination of Plans, Special Provisions and Site of Work of the MAG Uniform Standard Specifications is modified to add:

The Bidder shall be responsible to investigate the project site to satisfy himself/herself as to the actual conditions during construction. Potential surface water flows generated during storm events is a condition that could be encountered in the performance of this work.

It shall be the Contractor's responsibility to control all water to the extent required to complete the contract items, and to repair and restore all damages due to surface water flows at no cost to the City.

No additional measurement or additional compensation will be made for any additional work required or associated with excavations, earthwork, structures, protecting work areas, move-out and move-in due to flooding, or damaged equipment, the cost being considered as included in the cost of contract items.

3. SECTION 103 AWARD AND EXECUTION OF CONTRACT

Section 103 Award and Execution of Contract of the MAG Uniform Standard Specifications is modified to add the following:

103.9 Plans: The following sealed drawings, in print form, are the plans for this project, as revised:

Sheet No.	Title
T-1	Cover Sheet "CITY OF SAN LUIS CESAR CHAVEZ BLVD. SEWER IMPROVEMENTS
G-1	Project Location, Vicinity Map, and Key Map
G-2	General Notes
G-3	Legend, Abbreviations, and Pavement Sections
S-4	Sewer Plans – Sta 35+50 to Sta 40+00
S-5	Sewer Plans – Sta 40+00 to Sta 49+00
S-6	Sewer Plans – Sta 49+00 to Sta 57+50
S-7	Sewer Plans – Sta 57+50 to Sta 66+00
S-7A	Sewer Profile – Sta 55+50 to Sta 66+50
S-8	Sewer Plans – Sta 66+00 to Sta 75+00
S-9	Sewer Plans – Sta 75+00 to Sta 84+00
S-10	Sewer Plans – Sta 84+00 to Sta 93+00
S-11	Sewer Plans – Sta 93+00 to Sta 102+00
S-12	Sewer Plans – Sta 102+00 to Sta 111+00
S-13	Sewer Plans – Sta 111+00 to Sta 116+00
S-13A	Sewer Profile – Sta 109+00 to Sta 116+24
D-1	Details
X-1	Typical Sewer Service Lateral Cross Section

Printed and PDF copies of Plans will be provided to Bidders and Contractor. Electronic copies of the plans, regardless of format or source, are not official copies of the plans. Copy fees apply unless otherwise specified.

4. SECTION 104 SCOPE OF WORK

Section 104 Scope of Work of the MAG Uniform Standard Specifications is modified to add the following**:**

104.1.1 General: The City of San Luis reserves the right to modify the project scope of work after the construction bids are received, opened, evaluated, and before the successful bidder is awarded the contract.

The base contract project construction plans show miscellaneous roadway and underground improvements. However, if construction bids received are lower or higher than the funds available at the time of the Contract being awarded, the City will coordinate with the successful bidder reducing or increasing the project scope of work. Any reduction or increase of construction items shall use the same unit prices contained in the Bid Proposal.

City of San Luis shall have first right of possession of any salvaged items or materials that are removed as part of this project. This includes street signs, post, and excavated material, asphalt millings, frames and covers, etc.

Section 104.2.6 As-Built of the Supplemental to MAG Uniform Standard Specifications is modified to replace the first 2 paragraphs with the following paragraph:

The Contractor shall prepare and furnish "As-Built" record drawings to the City. The Contractor shall obtain one (1) full size set of plans from the Engineer and shall record in red colored pencil or red pen all cases where the actual field construction differs from work shown on the design plans. All concealed work and utility locations shall be dimensioned.

5. SECTION 105 CONTROL OF WORK

Section 105 Control of Work of the MAG Uniform Standard Specifications is modified to add:

105.5.1 Coordination of Plans and Specifications.

In a case of a discrepancy or conflict, the order in which the various documents shall govern is as follows from highest to lowest: addenda, special provisions, plans, agency's supplements to the MAG Uniform Standard Specifications, agency's supplements to the City of Yuma Construction Standard Details Drawings, MAG Uniform Standard Specifications, and City of Yuma Construction Standard Detail Drawings.

105.15 (B) Final Acceptance of the MAG Uniform Standard Specifications is modified to add the following:

The Contractor shall prepare and furnish "As-Built" record drawings to the City of San Luis. The Contractor shall obtain one (1) set of plans from the Engineer and shall record in red colored pencil all cases where actual field construction differs from work shown on the plans. All concealed work and utility locations shall be dimensioned.

105.15 (C) Substantial Completion: Section 105.19, of the 2008 Arizona Department of Transportation Standard Specifications for Road and Bridge Construction is incorporated into this contract by reference.

6. SECTION 106 CONTROL OF MATERIALS

106.1 Source of Materials Quality of the MAG Uniform Standard Specifications is modified to add the following:

The Contractor shall be responsible for providing all materials to the project. No time extensions or adjustments to the contract will be made due to lack of a materials source being available in close proximity to the project.

Any materials source used for the project shall be properly permitted as applicable. Upon

request, the Contractor shall furnish documentation showing the materials source used for the project has current permits as required by local, County, State or Federal regulations.

Contractor shall submit to the Engineer, for approval, concrete, asphalt, and A.B.C. mix designs, shop drawings as applicable and specifications at the pre-construction conference.
106.1 Samples and Tests of Materials of the MAG Uniform Standard Specifications is modified to replacing the second paragraph with the following:

The Contractor shall contract with an independent testing laboratory to sample and test materials incorporated into the work of the project to ensure compliance with the project plans and specifications. Testing will include but is not limited to soil sampling, establishment of proctors, compaction testing, concrete sampling and testing, asphaltic concrete sampling and testing, and the review of all mix designs. The testing laboratory is required to send one copy of all test results to the Engineer and one copy to the contractor. There shall be no separate measurement or payment for material testing and is considered incidental to the work in this project.

7. SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Section 107 Legal Relations and Responsibility to Public of the MAG Uniform Standard Specifications is modified to add the following:

107.2 Permits of the MAG Uniform Standard Specifications is modified to add the following:

The Contractor shall conform to all the requirements set forth by the Arizona Department of Environmental Quality for the AZ Pollution Discharge Elimination System Phase II for construction sites larger than one acre. The Contractor shall submit a Notice of Intent (NOI) to ADEQ and maintain and implement a Storm Water Pollution Prevention Plan on site.

The Contractor shall have a valid City of San Luis Business License at the time the contract is executed.

107.5 Health, Safety and Sanitation Provisions of the MAG Uniform Standard Specifications is modified to add the following:

All excavations shall be the Contractor's responsibility. All excavations shall be made within the limits of the plan sewer and street improvements and in accordance with OSHA regulations and in particular with 29 CFR 1926, Sub Part P, Excavations unless more stringent regulations are provided by the State of Arizona in which case the more stringent regulations shall be followed. If sloping of the trench wall in accordance with OSHA requirements will project beyond the plan sewer and street improvements, the Contractor shall mechanically or structurally shore the trench in accordance with OSHA requirements in a sequence that causes no loss of adjacent ground, surface features, subsurface features or property beyond the planned sewer and street improvements. The Contractor is responsible for the ground conditions encountered and is responsible for conducting excavations such that the work is contained with the planned sewer and street improvements.

The Contractor shall make his own assessment of the ground conditions prior to bidding the project and shall take into account and shall include in his unit prices all of the cost of ground conditions to be encountered and all of the costs of complying with OSHA regulations.

This project is located within the Yuma PM10 Non-attainment Area for airborne dust particles. Prior to construction, the Contractor will be required to submit, for approval, a Dust Control Plan. The plan must be able to reduce and maintain visible emissions from fugitive dust sources to a minimum, daily. The plan should address the following mitigation action items:

A. Control for traffic emission from within the construction site.
B. Control of track out from unpaved areas of the construction site.
C. Control of emissions from haul trucks.
D. Dust control measures at all construction staging areas, detour routes, and worksites.
E. Control of dust by the use of covers on all trucks hauling material to and from the project.

Measures to clean paved roads may include, but are not limited to water flushing, vacuum sweeping, and manual cleaning of access points. No measurement or direct payment will be made for this item, the cost being considered incidental to the project.

107.6 Public Convenience and Safety of the MAG Uniform Standard Specifications is modified to add the following:

The Contractor shall develop and implement a traffic control plan for every stage of the work. Cesar Chavez Blvd. is a major collector roadway and the Contractor shall maintain a travel lane open in each direction.

The Contractor shall conduct the work in phases as to where local access to businesses and residents is not significantly affected and if deemed necessary, for as short a time as possible.

Contractor shall coordinate with local businesses and residences to allow traffic access and shall also coordinate with Gadsden School District to minimize impact to school bus routes. Contractor shall contact Bill Wagner, with the Gadsden School District, at 928-627-6559 for any school related coordination issues.

Access to adjacent properties, cross streets, or use of streets scheduled for improvement shall be reasonably maintained and, unless otherwise allowed or approved by the Engineer, shall be re-established at the end of each work day.

107.11 Contractor's Responsibility for Utility Property and Services of the MAG Uniform Standard Specification is modified to add the following:

It shall be the Contractor's responsibility to provide seven (7) calendar days notice to all appropriate governmental agencies and utility companies prior to starting work affecting their area of concern.

The Contractor's attention is called to the existence of overhead and underground lines within, crossing, and adjacent to the project. The Contractor at all times shall maintain the proper, safe, legal clearance to all overhead and underground lines as required by federal, state, and local regulations. During excavation, the Contractor will maintain a minimum of 5 feet of lateral clearance around the base of overhead line poles unless arrangements are made with the corresponding utility to insure the integrity of the poles foundation and utility pedestals.

The following utility companies have known facilities in the vicinity of the project:

APS
6700 E. 30th Street
Yuma, AZ 85365
(928) 336-9935

Century Link
1850 E 20th Street
Yuma, AZ 85365
(928) 343-8944

City of San Luis
1090 E. Union Street
PO Box 3750
San Luis, AZ 85349
(928) 341-8577

Spectrum/Time Warner Cable
1289 S. 2nd Avenue
Yuma, AZ 85364
(928) 783-4441

Southwest Gas Corporation
7017 E. 30th Street
Yuma, AZ 85366
(928) 341-2604

107.15 STORM WATER POLLUTION PREVENTION PLAN [SWPPP] of the MAG Uniform Standard Specifications is added to the Supplemental MAG Uniform Standard Specifications:

GENERAL:
This section is to be used by the Contractor to provide the required services of this work item.

DESCRIPTION OF WORK:
This project is subject to the Arizona Pollutant Discharge Elimination System **[AZPDES]** stormwater requirements for construction sites under the Environmental Protection Agency (EPA) General Permit for Discharge from Construction Activities [AZG 2003-001] for Arizona. Under provisions of that permit, the Contractor shall be designated a permittee and shall be responsible for providing the necessary labor and materials, and for taking the appropriate measures to assure compliance with the National Pollution Discharge Elimination System **[NPDES]** General Permit for Arizona as well as other Federal, state, county and local requirements pertaining to stormwater discharges. As the permittee, the Contractor is responsible for completing, in a manner acceptable to the Arizona Department of Environmental Quality **[ADEQ]**, all documents required by this regulation including the following:

Notice of Intent **(NOI)** to be coverage under NPDES General Permit for Arizona including certification of signature.

Notice of Termination **(NOT)** of coverage under NPDES General Permit for Arizona (upon project completion).

The Contractor shall submit completed, signed NOI forms at least 48 hours prior to the initial start of construction on the project to EPA at the following address:

Arizona Department of Environmental Quality
Water Permits Section/ Stormwater NOI (541B-3)
1110 W. Washington Street
Phoenix, AZ 85007

The contractor has the option on submitting the NOI online using the SMART NOI system at:
http://az.gov/webapp/noi/main.do

Failure by the Contractor (or any of its appropriate subcontractors) to submit the NOI forms within the required time frame shall result in delay of the start of construction. The Contractor shall submit a completed copy of the NOI prior to Notice To Proceed [NTP]. A copy of the completed NOI shall be posted on the construction site along with the SWPPP.

No condition of either the NPDES General Permit for Arizona or the SWPPP shall release the Contractor from any responsibilities or requirements under other environmental statutes and regulations.

Upon total project completion, acceptance, and de-mobilization, the Contractor shall submit it's completed, signed **Notice of Termination [NOT]** form to the ADEQ with copies of the same agencies who received copies of the NOI, thereby terminating all NPDES permit coverage for the project.

METHOD OF MEASUREMENT AND PAYMENT:
Storm water pollution prevention work, including SWPPP plan if requrired, SWPPP and BMP's implementation will be paid by the lump sum item in the bid schedule/form.

8. SECTION 108 COMMENCEMENT, PROSECUTION AND PROGRESS

108.1: Notice to Proceed of the MAG Uniform Standard Specifications is modified to add:

After the pre-construction conference and once all required submittals are reviewed, a notice to proceed will be issued by the City of San Luis.

The contract time will start within 15 to 20 calendar days after the date of the Notice of Award of contract from the City of San Luis, provided the contract has been executed. All work under the contract shall be completed within the number of calendar days stated in the proposal, plus any extensions, beginning with the day following the starting date specified in the Notice to Proceed.

108.4: Contractor's Construction Schedule of the MAG Uniform Standard Specifications is modified to add the following:

The Contractor shall attend bi-weekly construction progress meetings or as scheduled by City of San Luis and the Engineer. The meetings will be held at the offices of City of San Luis or as otherwise arranged. Each meeting will be held to discuss the project progress, planned progress, traffic control plans phasing, problems, conflicts, observations, changes, pay requests, quality standards or concerns, quality control, schedules, coordination, or other business. The cost for attendance of the progress meetings is considered incidental to the project and no separate measurement or payment shall be made.

108.4.1 Pre-Construction and Post-Construction Meetings of the Supplemental to the MAG Uniform Standard Specifications is modified to add:

Prior to and as a prerequisite of the Notice to Proceed the contractor shall provide the City of San Luis with the following submittals for review and at least five (5) working days prior to preconstruction meeting:

(A) CONTRACTOR CONTACT LIST, INCLUDING EMERGENCY CONTRACT LIST
(B) NAME OF PERSON(S) AUTHORIZED TO EXECUTE EXTRA WORK ORDERS, CHANGE ORDERS, AND PAYMENT REQUESTS
(C) PROPOSED PROJECT MATERIALS
(D) CONSTRUCTION SCHEDULE
(E) SAFETY PLAN
(F) MATERIAL SAFETY DATA SHEETS [MSDS]
(G) TRAFFIC CONTROL PLAN [11X17" SHEET] FOR EVERY STAGE OF WORK (PHASING), IF A TRAFFIC CONTROL PLAN HAS NOT BEEN ESTABLISHED IN THE PLANS
(H) LETTERS TO RESIDENTS AND/OR BUSINESSES TO BE AFFECTED BY THE PROJECT, ADVISING THEM OF THE TYPE AND APPROXIMATE DURATION OF THE PROJECT.
(I) LISTING OF AFTER-HOURS / EMERGENCY CONTACT PERSONNEL FOR THE CONTRACT AND SUBCONTRACTORS [INCLUDE OFFICE AND CELL PHONE NUMBERS
(J) EQUIPMENT LIST [TO INCLUDE BRAND, MODEL, YEAR, CAPACITY]
(K) SURVEY PLAN AND SCHEDULE
(L) SUBCONTRACTORS LIST- [CONTACT NAME; ADDRESS; TELEPHONE & FAX NO'S]
(M) CONCRETE AND AGGREGATE BASE MIX DESIGN
(N) COPY OF THE NOTICE OF INTENT (NOI) FORM FILED WITH ADEQ
(O) STORMWATER POLLUTION PREVENTION PLAN (SWPPP)/DUST CONTROL PLAN, IF A SWPPP HAS NOT BEEN ESTABLISHED IN THE PLANS
(P) MATERIAL SUPPLIERS LIST [CONTACT NAMES, ADDRESS, TELEPHONE & FAX NO'S]

9. SECTION 109 MEASUREMENTS AND PAYMENTS

109.10 Payment for Mobilization/Demobilization of the MAG Uniform Standard Specifications is modified to add:

The Contractor shall mobilize onsite and commence construction work as called out on the plans within the time frame stated in the Contract Time. The Contractor shall provide adequate sanitary facilities onsite for the Contractor personnel to use.

There will be no measurement or payment for mobilization or demobilization, or payment for providing adequate sanitary facilities and shall be considered incidental to the work in this project.

The Contractor shall be responsible for their own storing/staging area.

PART 300 – STREETS AND RELATED WORK

10. SECTION 336 PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.2.2 Pavement to be Removed of the MAG Uniform Standard Specifications is modified to add:

Existing asphalt removal shall be as shown on the plans or as otherwise directed by the Engineer.

All asphalt cutting is to be accomplished using asphalt saw cutting machinery of the type and size appropriate for the work required. No wheel cutting will be permitted.

Upon removal, existing asphaltic concrete shall become the property of the Contractor and shall be disposed of properly.

Asphalt removal, final subbase grading, and paving shall be performed during daylight hours.

Payment for pavement removal shall be made by the square yard under the bid item Pavement Removal (any thickness) and shall include saw cutting, removal, asphalt milling, disposal and any other items incidental thereto.

336.5 Payment of the MAG Uniform Standard Specifications is modified to add:

Asphalt sawcutting required for the completion of the project shall be considered incidental to the asphalt removal work.

End of Special Provisions

GENERAL CONDITIONS OF THE CONTRACT

These terms will be the General Conditions for the Contract and are incorporated therein and shall be fully binding upon the Contractor.

SECTION 1 - SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply and are incorporated into all construction contracts entered into by the City of San Luis unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of these General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Unit Price, Construction Manager at Risk (CM@Risk), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC).

SECTION 2 - GENERAL DEFINITIONS

2.1 The Definitions in the Invitation for Bid (IFB), the Request for Proposals (RFP), the Request for Qualifications (RFQ), and/or the JOC Solicitation (JOC) giving rise to the Contract shall apply to these General Conditions and the Contract for the Project.

2.2 **Change Order –** A written instrument issued after execution of the Contract Documents signed by City and Contractor, stating their agreement upon all of the following: the addition, deletion, or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. Only a Change Order allows the Contract Price or the Contract Time or both to be changed.

2.3 **City –** City of San Luis, Arizona, a municipal corporation, with whom the Contractor has entered into the Contract and for whom the Services and/or Work are to be provided pursuant to the Contract(s).

2.4 **Contract -** The written agreement executed between the City and Contractor, including all of the Contract Documents**.**

2.5 **Contract Documents -** The documents which together form the Contract between City and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits and attachments to it, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, and any other documents so designated in the Contact.

2.6 **Contract Price -** The agreed-upon price to be paid to the Contractor for full, timely, and acceptable completion of the Services or Work under the terms of the Contract.

2.7 **Contract Time(s) -** The number of days or the dates related to the Final Completion as stated in Contract Documents. The Contract Time is set forth in the Contract and is based upon the Project Schedule agreed to by the City in writing.

2.8 **Contractor -** The person or corporation with whom the City has entered into a contract for construction-related work or services related to the Project at issue. As used in these General

Conditions, the term Contractor includes CM@Risk and JOC under contract with the City to provide pre-construction and/or construction services.

2.9 Contractor Payment Request - The form that is accepted by the City and used by the Contractor in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or City.

2.10 Construction Documents - The plans, specifications, and drawings prepared and issued by the Design Professional and approved by the City for construction, meaning the documents are sealed by the Contractor (as required), acceptable for permitting, and incorporated into the Contract by reference. All amendments and modifications to the Construction Documents must be approved in writing by the City prior to incorporation into the Contract.

2.11 Critical Path - The critical path is the sequence of Project network activities that add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project shall not be changed without prior written approval of the City.

2.12 Day - Calendar day(s) unless otherwise specifically stated in the Contract Documents.

2.13 Final Acceptance - The written notice from the City to the Contractor that Final Completion has occurred.

2.14 Final Completion - The point when all items of the Work, including punch list items, have been completed to the City's satisfaction as reflected in the written Final Acceptance.

2.15 Float - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to City.

2.16 MAG Specifications – The latest edition adopted by the City of the Uniform Standard Specifications for Public Works Construction published by Maricopa Association of Governments ("MAG"), or the latest revision published by MAG.

2.17 MAG Standard Details – The latest edition adopted by the City of the Uniform Standard Details for Public Works Construction published by Maricopa Association of Governments ("MAG"), or the latest revision published by MAG.

2.18 Notice to Proceed (NTP) - A written notice given by the City to the Contractor fixing the date on which the Contractor will start to perform the Contractor's obligations under the Contract. The Notice to Proceed shall not be issued until the Contract Price is approved and accepted by the City.

2.19 Project – The Project specified in the Contract (including the Job Order).

2.20 Project Manager - The Project Manager designated in Article 1 of the Contract, or any successor Project Manager the City designates. The Project Manager has the authority to act on behalf of the City, as delineated and limited by the Contract Documents and applicable law. The City shall communicate with the Contractor through the Project Manager. However, the Project Manager has no

authority to bind the City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

2.21 Project Schedule - The schedule for the completion of the Project agreed to and/or required by the City and incorporated into the Contract.

2.22 Project Specific Provisions - Additional conditions that apply to the specific Project and/or Scope of Work.

2.23 Proposal A Proposal submitted to the City by a Contractor in response to an Invitation for Bid (IFB), Request for Qualifications (RFQ), a Request for Proposals (RFP), or other solicitation or request by the City. Bids may be Fixed Price, Guaranteed Maximum Price (GMP), Unit Price, or other form as required or requested by the City in the Bid Schedule.

2.24 Requests for Information (RFIs) - Formal written request from the Contractor to the City and/or Contractor for the Project seeking clarification or additional information needed for the Contractor to properly complete the Work and/or Services under the Contract. The City may require RFI's to be submitted on a specific form or in a specified format.

2.25 Schedule of Values (SOV) - The specified document prepared by the Contractor and approved and accepted by the City, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

2.26 Scope of Work The scope of work agreed to and/or required by the City and incorporated into the Contract as set forth in the IFB and/or an Exhibit to the Contract.

2.27 Subconsultant A person, firm, or corporation having a Contract with a Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

2.28 Subcontractor - An individual or firm having a direct contract with the Contractor or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which Contractor is responsible. Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

2.29 Supplier. Any person or entity providing materials or property for the Project.

2.30 Total Float. The number of Days by which the pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

2.31 Work - The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of:

(a) performing or furnishing labor;

(b) furnishing and incorporating materials, resources, and equipment into the construction; and
(c) performing or furnishing services and documents as required by the Contract Documents for the construction phase.

SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

3.1 The City operates under the 2016 City of San Luis Supplement to the 2015 MAG Uniform Standard Specifications for Public Works Construction.

3.2 The City also operates under the 2009 City of Yuma Construction Standard Detail Drawings.

3.3 The City also operates under the 2006 Yuma County Public Works Standards – Volume III – Storm Drainage Facilities.

3.4 The above standard specifications and details may be viewed and downloaded at the City of San Luis website: https//www.sanluisaz.gov/DocumentCenter/Index/268.

3.5 The City may require particular sections of the revisions of the MAG Specifications and Standard Details after the 2015 revision that the City adopted.

3.6 Current and Historical MAG Specifications and Standard Details may be viewed at the Maricopa Association of Governments website at https://azmag.gov/Programs/Public-Works/Specifications-and-Details.

3.7 The MAG Specifications and Standard Details and the City's amendments to them are incorporated into the Contract.

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 General

4.1.1 The Contractor shall construct the Work in accordance with the Contract Documents and as outlined in the Contract Documents to the satisfaction of the City, exercising the degree of professional care, skill, diligence, quality, and judgment that a professional Contractor engaged, experienced, and specializing in the construction of facilities of similar scope, function, size, quality, complexity, and detail in urban areas throughout the United States comparable to the City would exercise at such time, under similar conditions. The Contractor shall, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 The Contractor shall comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.3 Pursuant to A.R.S. § 41-4401, the Contractor warrants to the City that the Contractor and all its Subcontractors are in compliance and will comply with all Federal Immigration

laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23 -214(A). The Contractor acknowledges that a breach of this warranty by the Contractor or any of its Subcontractors is a material breach of this Contract subject to penalties up to and including termination of the Contract or any subcontract. The City retains the legal right to inspect the papers of any employee related to this statute and of the Contractor or any Subcontractor who works on this Contract to ensure compliance with this warranty. The City may conduct random verification of the Contractor's employment records and any of its Subcontractors' employment records to ensure compliance with this warranty. The City will not consider the Contractor or any of its Subcontractors in material breach of the foregoing warranty if the Contractor and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A). The provisions of this Section must be included in any agreement the Contractor enters into with its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a contractor or Subcontractor. Services include construction or maintenance of any structure, building, or transportation facility or improvement to real property. Breach of this warranty shall constitute a material breach of the contract and shall subject the Contractor to penalties, including termination of the Contract at the sole discretion of the City.

4.1.4 The Contractor further understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug-Free Workplace Act of 1989 to the Contract. The Contractor understands and acknowledges that it must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees," and A.R.S. § § 12-2701 through 12-704 "Immigration and Nationality Law Practice Act" as amended.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables

4.2.1 Before beginning any Work under the Contract, the Contractor shall execute the Contract and deliver to the City the items listed in Section 4-2.2 below within seven (7) days after the award of the Contract, and the City must execute the Contract. Failure to do so will be a material breach of the Contract, entitling the City to terminate the Contract for Cause.

4.2.2 When the Contractor delivers the executed Contract to the City, the Contractor shall also deliver to the City such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by the City) required under Section 11 - of these General Conditions, and as the Contract requires.

4.2.3 The Contractor shall obtain all necessary permits for the Work and pay all applicable fees unless otherwise noted on the plans and in the specifications. The Contractor is specifically notified of the need to obtain traffic control permits from the Arizona Department of Transportation (ADOT) and the necessary environmental permits or file the necessary environmental and regulatory permit notices. Copies of all permits and the associated notices must be provided to the City prior to starting the permitted activity.

4.3 Pre-Construction Conference

4.3.1 Prior to the commencement of any Work, the City may schedule a Pre-Construction Conference.

4.3.2 Prior to the Pre-construction Conference, the Contractor shall provide the Project Manager with a Schedule of Values reflecting the subcontracts and other categories that will be used to submit pay applications for the Work. The total amount of the Schedule of Values shall not be greater than the Contract Price. The Schedule of Values shall be reviewed at the Pre-Construction Conference and revised in response to comments and questions from the City. Once accepted by the City in writing, the Schedule of Values for the Project will not be changed without the City's prior written approval.

4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers)

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate Contractor, the Contractor shall provide through itself or its Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit Contractor to complete the Work consistent with the Contract Documents.

4.4.2 The Contractor's Superintendent shall be present at the Project site at all times that material Work under this Contract is taking place. The Contractor's Superintendent or designee shall be present at the Project site at all times any other Work under this Contract is taking place. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Project site, who shall have the authority to take actions required to carry out that particular element of the Work properly.

4.4.3 Before ordering materials or doing work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between the actual dimensions and the dimensions indicated on the Contract Documents, including the drawings.

4.4.4 If the Contractor observes errors, discrepancies, or omissions in the Contract Documents, it shall promptly notify the Contractor and City and request clarification. The Contractor shall be liable to the City for damages resulting from errors, inconsistencies, or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents. If the Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission, or difference and fails to report it to the City, and if the Contractor proceeds with the Work affected by such observed errors, discrepancies, or omissions, without receiving such clarifications, it does so at its own risk.

4.4.5 In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the Project site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations, or

dimensions shall be promptly rectified by the Contractor without any increase in the Contract Price. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City.

4.4.6 The Contractor shall be responsible for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.7 The Contractor will not substitute or change any Subcontractor or Supplier without the City's prior written approval. Any substitute or replacement Subcontractor or Supplier shall be required to meet the same qualifications and selection criteria and process as the original Subcontractor or supplier. If a Subcontract or Supplier selection plan has been approved by the City, the Contractor will follow that plan unless otherwise approved by the City in writing.

4.4.8 The Contractor shall not change or replace the Contractor's Project Manager or Superintendent on this Project without an explanation for the change being given to the City and receiving prior written approval of the change from the City, which approval will not be unreasonably withheld.

4.4.9 Subcontractors whose scope of work has a value greater than fifteen percent (15%) of the total Contract Price may be required to furnish performance and payment bonds to the Contractor if directed in writing by the City.

4.5 Control of the Project Site

Throughout all phases of construction, including suspension of Work, the Contractor shall keep the Project site reasonably free from debris, trash, and construction wastes to permit the Contractor to perform its construction services efficiently, safely, and without interfering with the use of adjacent land areas. Prior to the Final Acceptance of the Work, or a portion of the Work, the Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit the City to occupy the Project or a portion of the Project for its intended use.

4.5.1 The Contractor shall take whatever steps, procedures, or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of the Yuma County dust control regulations.

4.5.2 The Contractor shall be responsible to the City for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a contract with Contractor, or claiming by, through, or under Contractor, for all damages, losses, costs, and expenses resulting from such acts or omissions.

4.6 Project Safety

4.6.1 The Contractor is responsible for the safety of the job site for the Contractor's employees as well as for members of the general public and others who may drive or walk through or be at the Project site.

4.6.2 The Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.3 The Contractor shall provide a "competent person" as required by O.S.H.A. regulations. The "competent person" shall be identified at the Pre-Construction Conference, and the City will be advised in writing of any changes.

4.6.4 The Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.5 As between the City and the Contractor, the Contractor is responsible to the City for any and all the safety issues relating to the Work on the Project. The Contractor shall administer and manage the safety program. The safety program will include, but not necessarily be limited to, reviews of the safety programs of each Subcontractor. The Contractor shall monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards.

4.6.6 The Contractor shall maintain and have sole responsibility for safety on the job site.

4.7 Materials Quality, Substitutions, and Shop Drawings

4.7.1 All construction materials to be used or incorporated in the Project are subject to inspection, quality control and quality assurance testing, and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner to the City at no additional cost to the City. When quality control and quality assurance tests indicate noncompliance with the Contract Documents, retesting shall be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.2 A schedule of shop drawing submissions shall be submitted with the Project Schedule for City approval that avoids bulk submissions to the extent reasonably possible. Unless otherwise noted, shop drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications. The schedule of shop drawing submissions shall include all of the items for which shop drawings are required by the Contract Documents, including the specifications.

4.7.3 Long Lead Time Items. The Contractor shall submit shop drawings, as required by the Project Engineer, on all long lead items to be furnished and installed as part of the Project within ten (10) days after execution of the Contract. In addition, the Contractor shall order all long lead

items to be furnished and installed as part of this Project within (3) days after receiving approved shop drawings. For all long lead times for which shop drawings are not required, the Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, the Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.8 Project Record Documents

The Contractor shall ensure that any and all changes or modifications done as a result of field changes are accurately reflected in red-lined markings. At the completion of construction, all red lines and markings shall be compiled to aid in the creation of "as-built" plans.

4.9 Warranty and Correction of Defect Work

4.9.1 The Contractor warrants to the City that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules, and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

4.9.2 The date of Final Completion shall be the beginning of the Warranty period, regardless of early completion by some Subcontractors of their work.

4.9.3 Unless otherwise specified in the Contract Documents, the Contractor and Subcontractors shall provide to the City all of the following written warranties that apply to the Work in a form acceptable to the City.

(i) General Warranty — Two (2) years
(ii) Mechanical Contractor — Two (2) years
(iii) Plumbing Contractor — Two (2) years
(iv) Electrical Contractor — Two (2) years
(v) Caulking — One (1) year
(vi) Steel Joists, Certificate of Manufacturer
(vii) Exterior Metal Wall System — Five (5) years
(viii) Painting — One (1) year
(ix) Termite — Five (5) years
(x) Sheet Metal: Zinc coating thickness on hot-dipped galvanized Metals — One (1) year

4.9.4 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty, which provides the City with greater warranty rights than set forth in this Section or the Contract Documents. The Contractor will provide the City with all manufacturers' warranties prior to Final Acceptance.

4.9.5 A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute Acceptance of Work not in accordance with the Contract Documents.

4.9.6 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, the Contractor shall obtain and provide to the City all warranties for any portion of the Project offered by the manufacturer, installer, or provider thereof. The City and the user of the facility shall have the right to the full value and benefit of all such warranties. The Contractor will ensure all such warranties are fully transferrable to facilitate the full value of this Section.

SECTION 5 - CITY'S RESPONSIBILITIES

5.1 City Project Manager The Project Manager is responsible for providing City-supplied information and approvals in a timely manner to assist the Contractor to fulfill its obligations under the Contract Documents.

5.2 Contract Services The City may contract separately with one or more contractors to provide construction administration of the Project. The Contractor's Contract, as well as other firms hired by the City, shall be furnished to the Contractor. The contractor shall not have the right to limit, restrict, or reject any Contract modifications that are mutually acceptable to the City and the Contractor.

SECTION 6 - CONTRACT TIME

6.1 Contract Time

6.1.1 The Contract Time shall start with the Notice to Proceed ("NTP") and end with Final Acceptance, as set forth in Section 6.3 below.

6.1.2 The Contract Time shall be as set forth in the Project Schedule. The Contractor agrees that it will commence the performance of the Work and complete the Project within the Contract Time.

6.1.3 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and/or designated milestone of the Project.

6.2 Project Schedule

6.2.1 The Project Schedule shall be updated and maintained throughout the Contract Time.

6.2.2 The Project Schedule shall be revised as required by conditions and progress of the Work. However, such revisions shall not relieve the Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time shall be effective unless approved in advance by the City.

6.2.3 An updated Project Schedule shall be submitted monthly to the City as part of the Payment Request.

6.2.4 The Contractor shall provide the City with a monthly status report with each Project Schedule detailing the progress of the Work, including:

6.2.5 Acceptance of a submitted schedule by the City should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by the Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of the Contractor. The City's review shall not relieve the Contractor from compliance with the requirements of the Contract Documents or be construed as relieving the Contractor of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

6.2.6 Critical Path Method (CPM)

6.2.6.1 Unless otherwise specified in the Contract, the Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity, and identifying the Critical Path.

6.2.6.2 The CPM diagram schedule shall be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram shall be presented in a time-scaled graphical format for the Project as a whole.

6.2.7 Float Time

6.2.7.1 The total Float time within the overall schedule is for the exclusive use of the City. However, the City may approve the Contractor's use of Float time as needed to meet contract milestones and the Project completion date.

6.2.7.2 The Contractor shall not be allowed to sequence, hide, or reallocate Float time through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew or resource sequencing. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

6.2.7.3 Rain-Related Delays. In preparing the Project Schedule, The Contractor is required to take into account all relevant weather conditions, including normal rainfall and distribution. No additional Compensation shall be given for any rain-related delays or impacts on the Work or the Project Schedule. The burden of documenting normal rainfall, excessive rainfall, and the impact on Critical Path activities is on the Contractor.

6.3 Final Completion and Final Acceptance

6.3.1 Unless otherwise expressly agreed to in writing by the City, Final Completion must be obtained by no later than Three hundred sixty-five (365) calendar days after the date of Notice to Proceed. Failure to timely obtain Final Completion will be a material breach of the Contract.

6.3.2 Upon receipt of written notice that the Work is ready for final inspection and Acceptance, the City and the Contractor will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not be issued, and Final Completion shall not occur until all items of Work, including punch list items, have been completed to the City's satisfaction as reflected in the written Final Acceptance.

6.3.3 Final Payment under Section 8.2 below shall not be due, owing, or paid by the City until the Final Completion is obtained.

6.4 Liquidated Damages

6.4.1 The Contractor acknowledges and agrees that if the Contractor fails to obtain Final Completion of the Work within the Contract Time, the City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the City and the Contractor agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the applicable dollar sum amount in Subsection 108.9 of the 2016 City of San Luis Supplement to the 2015 MAG Uniform Standard Specification for Public Works Construction per calendar day, commencing from the Completion Date required under the Contract until the actual date of the Final Completion of the Work.

6.4.2 The City may deduct liquidated damages described in this Section 6.4 from any unpaid amounts then or thereafter due Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due to the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the highest lawful rate of interest payable by the Contractor.

6.4.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to the City in the event of Contractor's default under this Contract prior to the full performance of the Work, including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

SECTION 7 - CONTRACT PRICE

7.1 Fixed Price Contracts The Contract Price shall be the amount set forth in the Contract.

7.2 City Sales Tax The Contractor is required to pay Sales Taxes on any contracting activity done for the City, and this cost shall be included in all Contract Prices.

SECTION 8 - PAYMENT

8.1 Payment for Construction Services

8.1.1 Monthly progress payments for certified work and material delivered to the Project site for the preceding month shall be paid on or before fourteen (14) business days after the estimate of the Work is certified and approved. The submittal estimate shall be deemed certified and approved for payment after seven (7) days from the date of submission unless the City's Project Manager issues a written finding setting forth items not approved for payment.

8.1.2 The City shall retain ten percent (10%) of all progress payments as insurance of proper performance of the Contract or, at the option of the Contractor, a substitute security may be

provided by the Contractor in an authorized form approved by the City. The Contractor is entitled to all interest from any such substitute security.

8.1.3 When the Contract is fifty percent (50%) completed, one-half of the amount retained or securities substituted shall be paid to the Contractor upon the Contractor's request, provided the Contractor is making satisfactory progress on the Contract. There is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments made under the Contract shall be retained, providing the Contractor is making satisfactory progress on the Project. If at any time the City determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the Contract subsequent to the determination.

8.1.4 . Unless the City Project Manager delivers specific written findings of deficiencies and expected cost to cure, any retention shall be paid, or substitute security shall be returned to the Contractor within sixty (60) Days after Final Completion and Acceptance of Work under the Contract. The City may withhold an amount from the progress payment sufficient to pay the expenses the City's Project Manager reasonably expects to incur in correcting the deficiency set forth in the written finding.

8.1.5 The Contractor, and all Subcontractors, shall pay to Subcontractors or material Suppliers within seven (7) days of receipt of each progress payment unless otherwise agreed in writing by the parties, the respective amounts allowed the Contractor or Subcontractor on account of the Work performed or materials delivered to the extent of each such Subcontractor's or material Supplier's interest therein. No agreement for construction may materially alter the rights of any Contractor, Subcontractor, or material Supplier to receive prompt and timely payment as provided under this Section. These monthly progress payments to Subcontractors or material Suppliers shall be passed on payments received pursuant to this Section. Any diversion by the Contractor or Subcontractor of payments received for Work performed or failure to reasonably account for the application or use of such payments constitutes grounds for disciplinary action by the Registrar of Contractors. The Subcontractor or material Supplier shall notify the Registrar of Contractors and the City in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in this Section. The Subcontractor may notify the City's Project Manager in writing, requesting that the City notify the Subcontractor in writing within five (5) days from payment of each progress payment made to the Contractor. The Subcontractor's request remains in effect for the duration of the Subcontractor's work on the Project.

8.1.6 Nothing in this Section 8.1 prevents the Contractor at the time of application/certification to the City from withholding application or certification to the City for payment to the Subcontractor or material Supplier for unsatisfactory job progress, defective work, or materials not remedied, disputed work or materials, third party claims filed or reasonable evidence that claim will be filed, failure of a Subcontractor to make timely payment for labor, equipment and materials.

8.2 <u>Final Payment</u> Subject to all of the City's rights to withhold or offset payment and other rights under the Contract, Final Payment, including remaining retainage, shall be paid only after:

(i) The Work has been fully completed (including completion of all incorrect or incomplete work items), and the City has issued the written Final Acceptance;
(ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings (including the Building Information Model, if required by the Contract Documents), plans, and specifications have been delivered to City;
(iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to the City;
(iv) all conditions and requirements imposed by the City or any financing entity for the corresponding disbursement have been met; and
(v) the Contractor delivers to the City a Contractor Payment Request Form requesting Final Payment.

8.3 The City's Right to Withhold Payment The City may withhold payment to such extent as may be necessary in the City's opinion to protect the City from loss for which the Contractor is responsible, including, without limitation:

(i) Defective Work not remedied;
(ii) Third-party claims filed or reasonable evidence indicating probable filing of such claims unless Contractor provides security acceptable to the City;
(iii) Failure of Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;
(iv) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
(v) Damage to the City or another Contractor or any third party for which the Contractor may have an obligation under Article 12 of the General Conditions;
(vi) Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
(vii) Persistent failure to carry out the Work in accordance with the Contract Documents.

8.4 Joint/Direct Checks Payments to the Contractor may be made by checks payable jointly to the Contractor and its employees, agents, Subcontractors, and Suppliers, or any of them. When in the sole opinion of the City, it is advisable, payments may be made directly to the Contractor's Subcontractors. Any amount so paid shall be deducted from the amounts owed to the Contractor under this Contract.

8.5 Payment Not A Waiver No payment (nor use or occupancy of the Project by the City) shall be deemed Acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of the City.

8.6 Liens and Bond Claims The Contractor shall make all payments, in the time required, of all labor and materials furnished to the Contractor in the course of the Work and shall promptly furnish evidence of such payments as the City may require. The Contractor shall pay when due all claims arising out of the performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City, against payment due from City to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract. The Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claims. In addition, the Contractor agrees to defend, indemnify, and hold harmless the City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed by Contractor. The obligations under this Section 8.4 survive termination of this Contract.

8.7 Financial Record Keeping and City's Audit Right

8.7.1 Records for all Contracts between the City and the Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.7.2 The City, its authorized representative, and/or the appropriate agency reserve the right to audit the Contractor's records in compliance with local, state, or federal policies, statutes, or at the City's discretion within three (3) years of Final Acceptance of the Work.

SECTION 9 - CHANGES TO THE CONTRACT

9.1 Extra Work/Changes in the Work

9.1.1 The City reserves the right to make such changes in the plans and specifications for the Work as it may deem appropriate. Any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated into this Contract.

9.1.2 The Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by the City, has been executed by the City prior to starting the additional work.

9.1.3 Any agreement that modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager and approved by the San Luis City Council if necessary. Once properly executed by both Parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

9.2 Accuracy of Change Order Pricing Information Signature by the contracting Parties shall constitute full accord and satisfaction between the City and the Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact, or acceleration damages, which may be occasioned by a Change Order or other modification of the Contract, the Parties agreed to in writing.

SECTION 10 - TERMINATION

10.1 Termination by the City for Cause

10.1.1 If, for any reason, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract Documents, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of the termination. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the Contractor under this Contract, shall, at the option of the City, become the City's property. The Contractor shall be entitled to receive just and equitable compensation for any Work satisfactorily completed under this Contract.

10.1.2 Notwithstanding Section 10.1.1, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

10.2 Termination by the City for Convenience The City may also terminate the Contract at any time for its convenience upon seven (7) business days' written notice to the Contractor specifying the termination date. In the event of termination, which is not the fault, in whole or in part, of the Contractor, the City shall pay to the Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from the City to the Contractor.

10.3 A.R.S. § 38-511 and Other Statutory Requirements This Contract is subject to and may be terminated by the City in accordance with the conflict provisions of A.R.S. § 38-511. The Contractor certifies, to the extent permitted by law, that it is not currently engaged in and agrees that for the duration of this Contract, it will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35 - 393. The Contractor certifies, to the extent permitted by law, that it does not currently, and agrees for the duration of this Contract, it will not use the forced labor of the ethnic Uyghurs in the People's Republic of China, nor use any goods or services produced by them, nor use any Contractors, Subcontractors, or Suppliers that use them. If the Contractor becomes aware during the term of this Contract that the Contractor is not in compliance with this certification, it shall follow the notice procedures in A.R.S. § 35- 393.

10.4 Non-Appropriation The City is a government agency that relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City determines that it does not have funds to meet its obligations under the Contract, the City shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

10.5 Limited Liability Under no circumstances shall the City have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed or for any future or anticipated profits, recovery, damages, expenses, or losses.

SECTION 11 - INSURANCE AND BONDS

11.1 Insurance Requirements

11.2 The Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the City's Insurance Requirements below.

11.2.1 The policy shall be endorsed to include the following Additional Insured language: "The Contractor agrees to endorse the City of San Luis, its elected officials, officers, employees, and agents as Additional Insureds on the Commercial General Liability with the Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

11.2.2 The City of San Luis, its elected officials, officers, employees, and agents shall be named as an Additional Insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor."

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

11.2.4 Each policy, including primary, umbrella, and excess policies, shall state that the insurance provided to the Additional Insureds is primary and non-contributory to any other insurance (primary, umbrella, excess, self-insurance, or any other basis) available to the Additional Insured.

11.2.5 Without in any way limiting the Contractor's liability under the indemnification provisions in Section 12, the Contractor shall maintain prior to beginning Work and throughout the term of this Contract the following types and dollar amounts of insurance.

11.2.6 The Contractor acknowledges that the insurance coverage required under this Contract may not be sufficient to cover all potential risks and liabilities that may arise during the course of this Project. The Contractor agrees to assume any and all additional risks and liabilities not covered by the required insurance policies arising from work performed by or on behalf of the Contractor and the Contractor shall not hold the City liable for any such uncovered risks or liabilities and may obtain more insurance coverage.

[Coverage requirements continue on the next page.]

Contract Type	Coverages	Limits
Commercial General Liability – Occurrence Form –	General Aggregate	$6,000,000
Policy shall include bodily injury, property damage, broad form, contractual liability and XCU coverage.	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) (if applicable)	$100,000
Business Automobile Liability	Combined Single Limit (CSL)	$1,000,000
Worker's Compensation and Employer's Liability	Workers' Compensation	Statutory
	Employer's Liability	
	Each Accident	$1,000,000
	Disease – each employee	$1,000,000
	DiseasE - policy limit	$1,000,000
Builders Insurance		
Excess Liability Commercial General Liability	Each Occurrence	$1,000,000

11.3 Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.

11.4 Subcontractors. The Contractor's certificate(s) of insurance and policy endorsements shall include all Subcontractors as Additional Insureds under its policies, or the Contractor shall furnish to the City

separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements set forth in the Contract Documents, including the City Insurance Requirements.

11.5 Bonds and Other Performance Security

11.5.1 Prior to the execution of the Contract, the Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.5.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.5.3 The bonds shall be made payable and be acceptable to the City. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, et seq.

11.5.4 All bonds submitted for this Project shall be provided by a company that has been rated AM Best rating of B++6 or better for the prior four (4) quarters by the latest edition of the *Results Best's Key Rating Guide (Property/Casualty)*" published by the A.M. Best Company.

11.5.5 Personal or individual bonds are not acceptable.

SECTION 12 - INDEMNIFICATION

12.1 To the fullest extent permitted by law, the Contractor, its successors, and assigns shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, and agents from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. The Contractors' duty to defend, indemnify, and hold harmless the City and its agents, representatives, officers, elected officials, and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, expert fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

12.2 The Contractor shall also defend, indemnify, and hold harmless the City, any jurisdiction or agency issuing permits for any work involved in the Project and their consultants and each of their officers, officials, employees, representatives, directors, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract.

Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

12.3 The indemnified party shall have the right to approve the legal counsel selected by the Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

12.4 The defense, indemnification, hold harmless provisions, and City's Liability Insurance set forth herein shall survive any termination of the Contract.

SECTION 13 - DISPUTE RESOLUTION

13.1 Informal Dispute Resolution The Parties to the Contract agree that time is of the essence in relation to the performance of the Contract and completion of the Project. Therefore, any and all disputes in relation to the Contract will initially be referred to the City Project Manager and Contractor Project Manager, as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

13.2 Dispute Resolution Representative (DRR) Process

13.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project that are not resolved in the ordinary course of the Project ("Claim or Claims") shall, as a prerequisite to any mediation or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

13.2.2 The DRR Process shall be initiated through the service of a DRR Notice as set forth below:

(i) For claims by the Contractor, the DRR Process shall be initiated by the party asserting the claim serving written notice on the City setting forth in detail:

(a) the basis for the claim;
(b) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project;
(c) the specific relief requested, the amount thereof, and how such was calculated;
(d) the parties involved in the Claim and how they are involved;
(e) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and
(f) efforts made to date to resolve the Claim.

(ii) For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested.

(iii) The DRR Notice shall be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

13.2.3 The other parties shall respond in writing to the DRR Notice ("DRR Response") within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

13.2.4 The designated Dispute Resolution Representatives for the parties to the claim shall then meet as soon as possible and, in any event, within twenty (20) calendar Days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

13.2.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

13.2.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

13.2.7 Unless otherwise designated in a written notice to the other parties, the Project Manager, the representatives of the Contractor, and of the Design Professional shall act as the parties' designated Dispute Resolution Representatives.

13.2.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing. The resolution shall be signed by the Parties' designated Dispute Resolution Representatives. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

13.3 <u>Mediation</u>

13.3.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under 13.2.4 or after the DRR is terminated pursuant to 13.2.5 above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.

13.3.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar Days of the written demand, either party may make a request to the Civil Presiding Judge of the Yuma County Superior Court to appoint a mediator. The mediation shall occur within forty (40) calendar Days of the written demand for mediation unless the parties agree, in writing, to a longer period of time.

13.3.3 The qualifications for the mediator shall be that the mediator be:

(i) an experienced mediator, arbitrator, or litigator of construction disputes; and

(ii) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

13.3.4 Each party shall provide to the other party and the mediator all of the information and documentation required under 13.2.2 and 13.2.3 above, together with any additional information and documentation that the party believes relevant. In addition, the parties shall exchange and provide to the mediator such additional memoranda, information, and/or documentation, as the mediator may request, and in the form and at such times as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in San Luis, Arizona unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction over the dispute.

13.4 Arbitration

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then-current Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") but not administrated or conducted by the AAA. The arbitration shall be held in Yuma County, Arizona, utilizing a single arbitrator selected by the parties unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed or before the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction-related practice and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation, or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than $250,000, no discovery other than the exchange of documents, designation of witnesses, and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims) and no more than three (3) depositions and one (1) expert per issue per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Contract shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when the applicable statute of limitations would bar institution of legal or equitable proceedings based on such Claim.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final, and judgment may be entered upon the award in the Arizona Superior Court.

SECTION 14 - MISCELLANEOUS PROVISIONS

14.1 Assignment Neither the Contractor nor the City shall, without the written consent of the other, assign, transfer, or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents. Any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.2 Governing Law and Venue. In the performance of the Contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, Yuma County, and the City, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county, or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, including choice of law and conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Yuma County, Arizona. Both Parties consent to jurisdiction and venue in such court for such purposes. The Party prevailing in any such action or other proceeding to resolve a dispute shall be paid all reasonable costs, reasonable expert services fees, and reasonable attorney's fees by the other Party. In the event any judgment is secured by said prevailing Party, all such costs, expert fees, and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.

14.3 San Luis Business License The Contractor shall obtain a San Luis Business License before commencing Work.

14.4 Survival All warranties, representations, and indemnifications by Contractor shall survive the completion or termination of this Contract.

14.5 No Waiver The failure of either Party to enforce any of the provisions of the Contract Documents or to require the performance of the other Party of any of the provisions under this Contract shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part of them, or the right of either Party to thereafter enforce each and every provision. Unless otherwise specifically agreed to in writing by both Parties, any consent to delay in the Contractor's performance of its obligation is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

14.6 Project Communications

14.6.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract.

14.6.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative. However, e-mail communications are not binding upon the City. E-mail communications cannot change the terms of the Contract or the scope of work or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

14.7 Independent Contractor The parties intend that this Contract will create an independent contractor relationship and not an employer-employee relationship. The City is interested only in the results to be achieved, and the conduct and control of the performance of the services contemplated under this Contract will be solely with the Contractor. Contractor's employees, agents, and Subcontractors shall not be considered to be employees or agents of the City for any purpose. They shall not be entitled to any of the benefits the City provides for its employees. The Contractor shall furnish at its own expense all materials and equipment necessary to carry out the terms of this Contract.

14.8 No Partnership Nothing in this Contract constitutes a partnership, joint venture or similar arrangement between the Parties. Neither Party is the principal or agent of the other.

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

14.10 *Force Majeure* If the Contractor or the City or both are prevented or materially restricted from performing any of their obligations under this Contract by an event of *force majeure*, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "*force majeure*" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. *Force majeure* events include but are not limited to natural

disasters, fire, flood, explosions, strikes (or labor disputes) over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars, public health emergencies, or material changes in applicable business laws (including but not limited to through statutes, regulations, executive orders, or emergency declarations and proclamations).

14.11 Notices The notices under this Contract shall be validly given and fully received when in compliance with all of the following:

(i) In writing,
(ii) Delivered or refused delivery,
(iii) By personal delivery, or by major commercial delivery courier service which requires a signature of the recipient, or by registered or certified United States Postal Service mail, return receipt requested with the signature of the recipient, postage prepaid to the addresses in the first paragraph of this Contract.

14.11.2 Either Party may designate in writing and deliver notice of a different address in the same way as above. Any such change of address notice shall be delivered at least ten (10) Days before the date on which the change is to become effective.

14.11.3 Notices for delivery to the City shall be to the attention of the Public Works Director, copies to the City Manager, City Attorney, and City Clerk.

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

14.13 Entire Agreement This Contract (including the incorporated documents) contains the entire agreement between the Parties, and no oral or written statement, promise, or inducement made by either Party or its agents not contained or specifically referred to in this Contract is valid or binding. All modifications to this Contract must be in writing, signed, and endorsed by the Parties.

14.14 Headings The headings of this Contract are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

14.15 Further Acts Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Contract.

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/09/2024

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

Submitted By: Manuel Hernandez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the City of San Luis piggybacking on the City of Yuma's contract with Republic Services for solid waste disposal services. **(Manuel Hernandez, Assistant Director of Public Works)**

SUMMARY:

In June 2024, the City of San Luis received a rate adjustment from South Yuma County Landfill, our current disposal site. The cost increased from $32.25 to $39.00 per ton, leading to an un-budgeted annual increase of approximately $85,500.00. During the July 24, 2024, Council Meeting, Public Works informed the Mayor and Council of the rate adjustment and that we would be exploring alternative options with local vendors.

Public Works has since met with Republic Services of Yuma, which is under a 10-year contract with the City of Yuma, expiring on October 30, 2030. The contract has an option for two additional five-year extensions. Their current rate is $30.60 per ton, with a 3% annual increase. From August 5th to August 9th, Public Works conducted a week-long pilot, transporting all residential solid waste to the Republic Services transfer station at 3040 S Avenue 3 ½ E in Yuma to assess the feasibility of switching providers.

Based on our evaluation, Public Works is seeking Mayor and Council approval to piggyback on the City of Yuma's contract with Republic Services, making them the primary waste disposal provider, with South Yuma County Landfill serving as a secondary option. This switch could result in savings of up to $80,000.00 annually and will help the division stay closer to its operational budget.

This request complies with the San Luis City Code Purchasing Section, 3.05.090, Cooperative Purchasing. The City of Yuma went out to bid on the contract. *The City may make purchases or award contracts for services without a formal bidding process whenever other governmental units have done so for the same items or service if, in the opinion of the purchasing agent, a separate bidding process is not likely to result in a lower price for such items or services.*

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ACCEPT THE PURCHASE OF SOLID WASTE DISPOSAL SERVICES WITH REPUBLIC SERVICES, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	Approximately $303,750.00 pending for the remainder of FY25
BUDGETED AMOUNT:	$440,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Landfill Fees/320-321-80030 $320,800.00

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

FY24, $405,000 spent
Based on last years expense we spent approximately $33,750 per month
There will be approximately eight month remaining in FY25, 9 x $33,750 = $303,750.

Attachments

Solid Waste Service Comparison Evaluation 090324

UYghurs written certificate

COY Republic Services Waste Disposal Signed Contract-10_23_20

South Yuma County Landfill 2024 Fees

Soid Waste Disposal Services Comparison

Evaluation

September 5, 2024

Below you will find our service comparison evaluation. The evaluation was developed as a team with the help of the City of San Luis Public Works staff and City of Yuma Public Works. The goal of this evaluation is to provide the most accurate information. For the evaluation, we compared the cost of solid waste disposal at South Yuma County Landfill which has a tonnage rate of $39 per ton with Republic Services transfer station which has a tonnage rate of $30.60 per ton. Fuel usage/cost, mileage, labor time/overtime, vehicle repairs, tonnage fees/future fee increases, Solid Waste Staff comments and Fleet Service Staff comments were considered throughout the evaluation.

Tabulation:

	South Yuma County Landfill 19536 S Ave 1 E Yuma, AZ		Republic Services 3040 3 1/2 E Street Yuma , AZ	
Fuel				
Item Description	**$**		**$**	
Diesel Daily Avg Price	$	3.18	$	3.18
Gallons Diesel/Year (405.26/week avg)		20280		31720
Total Gallons Difference		***11440***		
Diesel Cost/Year	$	64,490.40	$	100,869.60
Diesel Cost Difference	***$***	***36,379.20***		
Total Cost	**$**	**64,490.40**	$	100,869.60
Waste Disposal				
Item Description	**$**		**$**	
Tonnage Fee	$	39.00	$	30.60
Annual Waste Disposal Cost (Avg 13k Tons/Year)	$	507,000.00	$	397,800.00
Cost Difference	$	-	***$***	***109,200.00***
Total Cost	$	507,000.00	**$**	**397,800.00**
Dump Site Related Repairs				
Item Description	**$**		**$**	
Tire Repairs/Replacements	$	4,128.00	$	-
Other Repairs	$	5,825.00	$	-
Total Cost	$	9,953.00		0
Totals				
Item Description	**$**		**$**	
Annual Waste Disposal Cost (Avg 13,000 Tons/Year)	$	507,000.00	$	397,800.00
Fuel Cost/Year	$	64,490.40	$	100,869.60
Other Repairs	$	9,953.00		0
Time Labor		0	No Impact	
Total Cost	$	581,443.40	$	498,669.96
Savings	$	-	**$**	**82,773.44**

Comments:

Director of Public Works, Eulogio Vera

"We need a reliable place to take our waste, that does not cause vehicle down time for our vehicles. We should make Republic Services our primary dump site and continue with South Yuma County Landfill as our secondary or alternate location."

Public Works Manager, Heriberto Vargas

"As a former Solid Waste driver, you get stuck at the South Yuma County Landfill and the trucks get damaged. I would choose Republic Services."

Solid Waste Crew Leader Supervisor, Cesar Magallanes

"I would choose Republic, their facility is cleaner, less damages on our trucks, trucks stay cleaner and on route"

Solid Waste Driver, Eduardo Zatarain (32 Years Experience)

"Our trucks get dirtier at South Yuma County Landfill; Republic Services is better price wise. In my experience I have had hydraulic and air hoses torn at the landfill. I've had several tires punctured. I have also gotten stuck at the landfill on more than one occasion. Dumping at Republic Services is more comfortable, and you do not have to wash the truck afterwards. Our trucks stay cleaner longer at Republic Services. Is it possible to request South Yuma County Landfill match the Republic Services price and provide a concrete pad to dump on?"

Fleet Services Supervisor, Jesus Maldonado

"I would go with Republic Services, the distance is farther, but the site is cleaner, and conditions are safer. I have traveled to the South Yuma County landfill to perform repairs to SW trucks. The landfill can be dangerous. Tires are expensive, they get damaged a lot. I also have to send mechanics to the landfill; this affects our operations."

City of Yuma Public Works Manager, Jose Garcia

"No issue with Republic Services, they do a good job"

Summary:

After completing the evaluation, there are two low risk factors to consider; diesel fuel is currently at $3.18 per gallon (COSL price). If the price increased to the 2022 avg price of $5.00 per gallon this would raise our total waste disposal cost to approximately $556,000 per year. However, this is still about $25,000 lower than the overall disposal cost if we continue with South Yuma County Landfill. The second factor is labor time, during the winter season traffic can become an issue which could result in our average dump time to increase from 90 minutes per dump at Republic Services. However, Mayor and Council have approved budget to hire an additional Solid Waste driver. The Solid Waste Crew Leader Supervisor and his staff commented that onboarding an additional driver would alleviate any concerns on labor time. Considering the tabulation, the weeklong trial period, the City of Yuma Staffs' recommendation, and our Public Works Manager and staffs' recommendations, I recommend City of San Luis enter into an agreement with Republic Services and begin hauling our Solid Waste to their transfer station effective November 1st.

Respectfully Submitted,

Manuel A. Hernandez

Assistant Director of Public Works

Certificate under A.R.S. § 35-394

Allied Waste Transportation Inc., a Delaware Corporation, dba Republic Services of Yuma, certifies that it complies with Arizona Revised Statute § 35-394 attached to this certificate and agrees to abide by the statute for the duration of its service contract with the City of San Luis, Arizona.

Republic Services of Yuma
2217 East 13th Street
Yuma, Arizona

_____ _____

General Manager Date

CONTRACT AGREEMENT
FOR

SOLID WASTE TRANSFER, DISPOSAL AND RECYCLING SERVICES

by and between

THE CITY OF YUMA
AN ARIZONA MUNCIPAL CORPORATION

And

Allied Waste Transportation Inc, a Delaware Corporation, dba
Republic Services of Yuma

CONTRACT AGREEMENT FOR SOLID WASTE AND RECYCLING TRANSFER AND DISPOSAL SERVICES

This Contract Agreement for Solid Waste and Recycling Transfer and Disposal Services (the "**Agreement**"), is made and entered into as of the Effective Date set forth below between the City of Yuma, an Arizona municipal corporation (hereinafter the "**City**"), and Allied Waste Transportation Inc, , a Delaware corporation, dba Republic Services of Yuma(hereinafter the "**Contractor**"). The City and the Contractor may individually be referred to as a "Party" or collectively as the "Parties."

SECTION 1. Recitals and Definitions

1.01. The City issued a Request for Proposals, RFP #2020-20000052 "Solid Waste Transfer, Disposal and Recycling Services" (the "RFP"), a copy of which is on file in the City Clerk's Office and incorporated herein by reference, seeking proposals from Contractors for solid waste and recycling transfer and disposal services (the "Services").

1.02. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

1.03. For purposes of this Agreement, the following words and phrases shall have the meaning given herein unless their use in the text of this Agreement clearly demonstrate a different meaning. The words shall have the following meanings even if not capitalized.

1.03.1 "***Commingled***" means various recyclable materials that are collected or processed together.

1.03.2 "***Contamination***" means any material or substance on or contained in recyclable materials that would cause the recyclable materials to be unsuitable for recycling.

1.03.3 "***Continuously Contaminated***" means when four (4) or more collection truck loads are rejected within a specific route on the same day.

1.03.4 "***Contract Administrator***" means the City Administrator or his designee who represent the CITY in the administration and supervision of this Agreement.

1.03.5 "***Contract Documents***" consist of this Agreement and any amendments thereto, the RFP Specifications, addenda, and other documents attached or referenced therein, and the RFP Response from the Contractor. In the event of a conflict between this Agreement and the RFP Specifications or the RFP Response of Contractor, this Agreement shall prevail.

1.03.6 "***Effective Date***" means the date upon which this Agreement is fully executed by both Parties.

1.03.7 "***Garbage***" means every accumulation of animal, vegetable, and other matter that attends the preparation, handling, consumption, storage, or decay of food, or any plant and animal matter including meats, fish, fowl, birds, fruit, vegetable or dairy products, and the waste wrappers of containers thereof.

1.03.8 "***Hazardous Waste***" means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic

substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the Effective Date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

1.03.9 "***Household***" whenever used in this Contract, shall mean any dwelling or dwelling unit used for residential purposes, and shall include all one-family, two-family, three-family, or four-family mobile homes and residences.

1.03.10 "***Industrial Solid Waste***" means solid waste that results from industrial processes and manufacturing.

1.03.11 "***Materials Acceptance List (MAL)***" means the document which identifies the types and standards for the recyclable materials which may be collected and processed under this Agreement. The Materials Acceptance List is attached as Appendix B and made a part of this Agreement.

1.03.12 "***Materials Audit***" means a process to determine the percentage of each recycling commodity within the total residential recycling materials.

1.03.13 "***Processing Facility***" means the Contractor's primary processing facility located at 3040 S Avenue 3 ½ E, Yuma, AZ 85364 and the secondary processing facility located at 702 E. Heil Ave, El Centro, CA 92243 and or. A Processing Facility is where recyclables such as paper, glass, metal, and plastics are sorted before being marketed to industries which use recycled materials.

1.03.14 "***Process, Processed or Processing***" means the separation, sorting, crushing, baling, shredding, flattening or other treatment of program recyclables into recovered materials.

1.03.15 "***Public Recycling Education***" means providing information designed to inform, encourage, and sustain the City's recycling program. The educational materials may include information on materials suitable for recycling, the benefits of recycling, how to participate and other topics relating to the City's recycling program.

1.03.16 "***Recyclables***" whenever used in this Agreement shall mean items included on the MAL for processing.

1.03.17 "***Recycling Drop Off Station***" means a cluster of recycling containers and/or recycling dumpsters at various locations throughout the City for the purpose of encouraging and facilitating community recycling.

1.03.18 "***Rejects***" means non-recyclable materials which are delivered to the Transfer Facility with recyclable materials.

1.03.19 "***Residential Recyclable Material***" means recyclable material that is generated from residential service units, not including construction and demolition waste or Hazardous Waste.

1.03.20 "***Residual***" means the portion of the recyclable or non-recyclable materials accepted by the Contractor that is not recovered after processing.

1.03.21 "***Service***" whenever used in this Agreement, shall mean the furnishing of all vehicles, equipment, materials, labor and other facilities necessary to the performance of this Agreement.

1.03.22 "***Solid Waste***" means all putrescible, non-putrescible, solid and semi-solid wastes, including Garbage, Rubbish, Ashes, Manure, street cleanings, dead animals, and industrial wastes, but not human excreta or Unacceptable Waste.

1.03.23 "***Transfer Facility***" means the Contractor's facility located at 3040 S 3 1/2E, Yuma, AZ that is used by the Contractor for the storage, processing, treatment or disposal of recyclable materials and solid waste.

1.03.24 "***Unacceptable Waste***" means highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the Transfer Facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable Transfer Facility.

SECTION 2. Scope of Work and Contractor Obligations

2.01. The Contractor shall provide all labor, materials, equipment, facilities required for transfer and disposal services for all of the City's Solid Waste and processing of Recyclables of residential origin under the terms and conditions of this Agreement and the Local Processing Facility described in Appendix A. All work must be completed to the City's satisfaction.

2.02. The designated transfer station shall be open to receive materials delivered by the City at a minimum between the hours of 6:00 a.m. and 5:00 p.m. Monday through Friday, and between the hours of 8:00 a.m. and 12:00 noon on the first Saturday of each month except for New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day. In addition, City may request Contractor to open the Transfer Facility for fewer or additional hours or on holidays, based on its reasonable judgment as to the hours required to receive materials delivered pursuant to this Agreement, upon reasonable notice to Contractor. The hours for acceptance of loads may be adjusted on an annual basis by mutual written agreement of the Parties. As provided in Section 7.07, Contractor will pay liquidated damages in the amount of $500 for each instance that the Transfer Facility fails to accept materials properly delivered by the City, except where arising from an event of force majeure.

2.03. The Contractor agrees at the City's request to provide all labor, equipment, and service required to operate Recycling Drop Off Stations for a recycling drop off program at five (5) locations within the City of Yuma, at the not to exceed cost to the City of $31,500 per year, pro-rated by month. The recycling drop-off program will start within 30 days of commence of this Agreement and terminate when curbside recycling resumes blue bin collections on or before July 1st 2021. The recycling drop off program can be resumed at the approval of the City and the Contractor.

2.04. Residents located within the City shall have the right to deliver household loads of waste material directly to the Transfer Facility, in cars or pickup trucks only, at the rate of $15 per load. The weight of any load shall not exceed three-fourth of a ton. The hours for acceptance of loads

may be adjusted on an annual basis by mutual written agreement of the Parties. The rate for such services shall be fixed for the term of the Agreement and any extensions. The Contractor may demand proof of residency, the method of which shall be agreed to by the City and the Contractor in writing.

2.05. The Contractor must provide a weight ticket upon each delivery to include the date of delivery, truck number, and a total tonnage delivered.

2.06. The Contractor must obtain prior written approval from the City for any change in the scope of work that materially increases or decreases the cost of performance. In addition, the Contractor must perform all modified work according to the terms of this Agreement.

2.07. Dead animals shall be delivered directly to the Copper Mountain Landfill. The City or the City's authorized representative shall have the right to deliver one load of dead animals to the Copper Mountain Landfill each week between the hours of 7:00 a.m. and 1:00 p.m. without charge. In order to receive free service, the load of dead animals may not be commingled with other waste and may not exceed two (2) cubic yards in volume.

2.08. The City will not accept any claim for extra work or materials furnished unless the Contractor receives prior written authorization from the City. All work or materials furnished without prior written authorization are at the Contractor's own risk and expense. The City will not accept or pay claims for unauthorized work or materials. If any errors or omissions are disclosed, the Contractor must correct them at its own expense.

2.09. The Contractor may not make any charge or claim for damages that result from delays or hindrances beyond the City's control. The sole form of compensation for delay or hindrance is a reasonable extension of time agreed to by the Parties. An extension is not a waiver of any of the City's legal rights.

2.10. The Contractor shall provide a letter to the City stating that they manage programs, which maintain compliance with State, Local and Federal environmental and safety requirements.

2.11. The Contractors Transfer Facility shall be equipped with adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming and outgoing delivery vehicles and vehicles transporting recyclable materials. Contractor shall provide to CITY drivers weight tickets for each delivery load. The CITY will reconcile the weight tickets with the scale records. The result will be used as the basis for calculating fees, charges, and credits to the CITY. The Contractor shall provide an annual State scale certification upon City's request.

2.12. The Contractor shall submit copies of all Local, State and Federal licenses applicable to maintaining the landfill and/or the Transfer Facility used to provide services under this Agreement prior to initial Agreement commencement.

2.13. The Contractor agrees that it will comply in all respects with all applicable ordinances, rules, regulations, and laws of the City of Yuma, Yuma County, State of Arizona, and the United States and all amendments thereto and with all of the Contract Documents.

2.14. Compliance with Environmental Protection Regulations: The Contractor must comply with all applicable local, state and federal laws regarding Environmental Protection. All costs and expenses for obtaining regulatory and/or operation permits shall be the responsibility of the Contractor. Contractor shall avoid those practices that create a nuisance or perception of nuisance to citizens such as odor, noise and litter.

2.15. Material Audits: The Contractor shall conduct recyclable Materials Audits in January and July. The audit results will determine the percentage of each commodity in the total City recycling stream. The Contractor shall utilize a Processing Facility to process the materials and conduct the audits. A City representative shall approve of the time, location, date and be afforded the option to be present for all material audits. The Contractor shall be responsible for all cost associated with conducting the recyclable Materials Audit.

SECTION 3. City Obligations

3.01 The City will deliver to the Contractor's Transfer Facility the materials to be disposed of by the Contractor. The City is responsible for waste delivered to the Transfer Facility that is prohibited at a landfill by State or Federal regulations. The Contractor will provide a container at the Transfer Facility in which the Contractor will place the prohibited materials. The City shall receive a credit for all returned materials. The City agrees to remove and dispose of the prohibited materials, at the City's cost, when the container is full. Any Solid Waste delivered to Contractor's Transfer Facility but not placed in the container as a prohibited material shall be deemed "accepted" by the Contractor for purposes of the indemnification set forth in Section 6.

3.02 The City shall deliver waste and recycling material collected by the City and subject to this Agreement to the Transfer Facility.

3.03 The City's obligation under Section 3.02 above shall be subject to the following exceptions:

3.03.1 The City's obligation to require the delivery of waste material to the Transfer Facility shall not apply to the extent the City, in its reasonable judgment, believes such a requirement is contrary to applicable law, as it exists either now or in the future.

3.03.2 The City shall have the right at all times to divert for recycling, converting waste to energy or similar uses, some or all of the waste material collected by the City. All Federal, State or Local grants, subsidies or other monies available to the City as a result of such recycling, conversions or other uses shall be the property of the City.

3.03.3 The City shall have the right at all times to divert for mulching or similar uses, some or all of the organic green waste (i.e. lawn clippings, tree chips, branches, leaves, etc.) collected by the City. In the event federal, state or local grants, subsidies or other monies become available to the City as a result of such uses, those monies shall be the property of the City.

3.04 - *Recyclables / Revenue Sharing*

3.04.1 Revenue Sharing: The Contractor shall pay the City for the recovered recyclable materials, on a quarterly basis the amount of the rebate shall be calculated using the formula below:

3.04.2 When value of the material recovered is within the first $125,000 in any one-year period from July 1 – June 30. (recycling material sold x 20%) = City's Revenue Share

3.04.2.1 When value of the material recovered exceeds a base amount of $125,000 in any one-year period from July 1 – June 30. (recycling material sold) – ($125,000) x 80%= City's Revenue Share

3.04.2.2 Contractor shall make Revenue Sharing payments (when applicable) to the City within 30 days following the end of each quarter.

3.04.2.3 Contractor shall provide to the City each month a report showing the tonnage for that month, the Blended Rate from the sales of material recovered and the cumulative year to date tonnage and Blended Rate.

3.04.3 Residual: The Contractor shall be responsible for disposal of all Residual and any cost associated with the disposal.

3.04.4 Recyclable Material: The City cannot guarantee the quantity or quality of any recyclable materials. Title to and ownership of the Recyclables shall pass to the Contractor upon weighing and tipping of the materials at the Transfer Facility. A Materials Acceptance List (MAL) is attached as Attachment A and can be modified by mutual agreement of the Parties. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor.

3.04.5 Contamination of Load: A Contaminated load occurs when more than 35% of the total weight of a load is rejected. Continuous Contamination occurs when four or more loads within one day are contaminated with Rejects. The City and Contractor agree to work together to design and implement a plan to reduce Contamination identified from a specific neighborhood if deemed necessary.

3.04.6 If the Contractor determines that a recyclable load may be rejected for any reason, the Contractor or his designee must:

3.04.6.1 Advise the driver immediately after dropping the load and before the driver leaves the Transfer Facility bay.

3.04.6.2 Segregate and store all rejected loads separately from other Recyclables.

3.04.6.3 Provide written notice by email to the Solid Waste Superintendent within 24 hours of the time on the scale ticket provided to the driver for that load. Contractor shall state the specific reason(s) the load was rejected. The City may inspect rejected loads within 24 hours after notification from the Contractor and make its own determination as to whether such materials are in fact contaminated. In the event the City and Contractor do not agree on whether a load is contaminated, the decision of the City will be final. If the City fails to inspect within 24 hours of notice, the Contractor may dispose of the loads in any manner that does not constitute a violation of any statutes, ordinances, rules, and regulations of any governmental body.

3.04.7 Processing System: The Contractor shall process the City's Curbside Recyclables Material within 120 hours of delivery to the Transfer Facility. The Contractor shall ensure that for the term of this Agreement adequate recyclable material processing capability will be provided at the Transfer Facility for all recyclable materials delivered by the City or City's haulers. The Contractor shall not dispose of or landfill any Residential Recyclable Materials that have not been processed or send Recyclables to markets that the Contractor knows or reasonably should have anticipated will dispose of and/or landfill the Residential Recyclable Materials except when approved in writing by the City. Disposal of Residential Recyclable Materials without written consent of the City may result in termination of this Agreement by the City. Contractor shall have an alternate processing facility available to accept the City's recyclable materials in the event the Contractor's local Transfer Facility is unable to process the materials.

The Contractor shall process all Residential Recyclable Materials delivered to the Transfer Facility by the City. The Contractor shall not bill for the cost of Residual disposal. The Contractor shall be solely responsible for the security, transportation, protection, and disposition of the recyclable materials from the time said materials are delivered to Contractor's Transfer Facility. The Contractor shall describe their local recycling processing system as offered in the proposal as a separate attachment.

3.04.8 Public Recycling Educational Services: The Contractor will provide $10,000 per year towards the Public Recycling Education as outlined in the Contractor's response to the RFP. Additionally, the Contractor will work directly with the City at community outreach events that promote recycling. The Contractor shall commit up to 4 hours per month for such outreach events when requested by the City. The City shall provide three (3) business days' advance notice of the date, location and time of the required Public Recycling Education. Public Recycling Educational services will be designed to inform, encourage, and sustain the City's recycling program. The educational materials may include information on materials that can be recycled, the benefits of recycling, how to participate and other topics relating to the City's program.

SECTION 4. Fees, Rates and Duration of Agreement

4.01. *Rates*. The following rates and classifications for rates shall apply through June 30, 2022 and subject to 4.02 thereafter.

A. Solid Waste per ton $28.00
B. Recycling per ton $28.00

The above stated rates include all charges for the solid waste and recycling transfer, processing services. In the event recycling is canceled, the City shall provide the Contractor sixty (60) days written notice. The City shall have the right to cancel processing of recyclables. The parties agree that the overall pricing of solid waste and recycling services was based on the inclusion of the processing of recyclables and therefore, if City cancels the processing of recyclables Contractor and City will negotiate in good faith a lower rate for solid waste services to begin after the date of cancellation of processing of recyclables.

4.02 *Annual Price Adjustments*. The rates set forth in Section 4.01 above are valid through June 30, 2022. Thereafter through the end of this Agreement, the rates shall be adjusted once annually on July 1 each year by a fixed 3%.

4.03 Notwithstanding any provision herein to the contrary, the rate for Services charged to the City at any time during the term of this Agreement shall not exceed the rate for similar materials, volumes, and Services charged to any Government customer, of the Contractor delivering waste material to the Transfer Facility, for disposal at the Transfer Facility.

4.04 *Duration of Agreement*. This Agreement shall commence on the Effective Date and shall have an initial term of ten (10) years.

4.05 The Parties shall have the option to renew this Agreement up to two additional five-year periods, one period at a time at the mutual written consent of the Parties. Such renewals may only be made in five-year increments. Notice of intent to renew are be made at least ninety (90) days prior to normal Agreement expiration.

4.06 In the event the Parties do not opt to renew the Agreement under Section 4.05 above, the City shall have the option to extend this Agreement at the current rates, one month at a time, not to exceed six (6) total.

SECTION 5. Insurance

5.01 *General*.

5.01.1 Insurer Qualifications. Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to Arizona Revised Statutes ("A.R.S.") § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

5.01.2 No Representation of Coverage Adequacy. The City reserves the right to review any and all of the blanket-form policy endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

5.01.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement via blanket-form endorsement as specified under the respective coverage sections of this Agreement, the City of Yuma, its officials, officers, employees, and agents as additional insureds with respect to liability arising out of the activities performed by or on behalf the Contractor.

5.01.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

5.01.5 Primary Insurance. The Contractor's insurance required by this Agreement shall be primary, non-contributory insurance with respect to all aspects of the performance of this Agreement. The policies of insurance required under this Agreement are to be primary, non-contributory, insurance policies and any insurance policy maintained by the City is considered excess insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein.

5.01.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

5.01.7 Waiver. All policies, except for Professional Liability, if applicable, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of the Contractor. The Contractor shall arrange to have such blanket-form subrogation waivers incorporated into each policy via formal written blanket-form endorsement.

5.01.8 Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Contractor shall be solely responsible for any such deductible or self-insured retention amount.

5.01.9 Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Contractor shall be fully and solely responsible for its subcontractors.

5.01.10 Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance as required by this Agreement, issued by the Contractor's insurance insurer(s) or their authorized representative as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, the Contractor shall forward renewal certificates to the City fifteen (15) days prior to the expiration date. If the policy or policies are canceled or not renewed, the insurance company shall provide thirty (30) days written notice to the City prior to the effective date of such cancellation or non-renewal (excluding workers compensation). All certificates of insurance required by this Agreement shall be identified by referencing the RFP number and title of this Agreement. Additionally, certificates of insurance submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance shall specifically include the following provisions:

5.01.10.1 The Contractor's insurance shall be primary, non-contributory insurance with respect to all aspects of the performance of the Agreement.

5.01.10.2 All policies, except for Professional Liability, if applicable including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by the Contractor under this Agreement.

5.01.10.3 ACORD certificate of insurance form 25 (2016/03) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

5.01.11 Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein. Moreover, failure to provide evidence of required insurance shall delay payment for services rendered.

5.01.12 All certificates are to be emailed to: purchasingweb@yumaaz.gov

5.02 *Required Insurance Coverage*.

5.02.1. Commercial General Liability. The Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of the following:

• Each Occurrence	$5,000,000
• General Aggregate	$10,000,000
• Products – Completed Operations Aggregate	$500,000
• Personal and Advertising Injury	$500,000
• Blanket Contractual Liability –	$500,000
• Fire Legal Liability	$50,000
• Each Occurrence	$1,000,000

The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

5.02.2 Umbrella/Excess Liability. The Contractor shall maintain umbrella/excess liability insurance with an unimpaired limit of not less than $10,000,000 per occurrence combined limit bodily injury and property damage, and applies in excess of the Commercial General Liability, Automobile Liability and Workers' Compensation and Employer's Liability, as required herein.

5.02.3 Pollution Liability. The Contractor shall maintain pollution liability coverage of $1,000,000 per loss and a $2,000,000 annual aggregate for losses caused by pollution conditions that arise from the Contractor's performance of work or service under this Agreement. The coverage must include: (1) bodily injury, illness, death, mental anguish or shock; (2) property damage, including but not limited to physical injury or destruction, loss of use, and cleanup costs; and (3) all defense costs, including charges and expenses for investigation and claims adjustment.

5.02.4 Business Automobile Liability. The policy shall include bodily injury and property damage for any owned, hired, leased, borrowed, and/or non-owned vehicles used in the performance of this Agreement with an unimpaired limit of the following:

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

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

5.02.5 Worker's Compensation and Employers' Liability. The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit. The Contractor shall require sub-contractors to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Contractor.

SECTION 6. Indemnification/Audit

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not

limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the willful misconduct, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement. Contractor is not responsible for Claims that arise out of the City's negligence or willful misconduct. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section 6.

6.1 *Accounting and Audit*: Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement in accordance with generally accepted accounting principles. Upon request, the City shall be afforded access to Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Agreement, and Contractor shall preserve these for a period of five (5) years after final payment, or for such longer period as may be required by law. The City reserves the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material shall be maintained by Contractor at a location in Yuma County, Arizona, provided that if any such material is located outside Yuma County, Arizona, then at the City's option, Contractor shall pay for travel, per diem, and other costs incurred by the City to examine, audit, excerpt, copy or transcribe such material at such other location.

SECTION 7. Conditions and Specifications

7.01 *Execution, Correlation and Intent of Documents*. The Contract Documents are complimentary, and what is called for by any one (1) document shall be as binding as if called for by all. The intention of the Contract Documents is to include all labor, materials, equipment, transportation, and facilities required for the proper performance of the Services required herein. Materials, equipment and other facilities described in words, that so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

7.02 *Contractor's Understanding*. It is understood and agreed that the Contractor has carefully and completely satisfied itself as to the nature and extent of the Services, the type of equipment and facilities needed for the performance of the Services, the specific and local conditions of the City, the accuracy of all figures and statistics provided in the supportive documents, the applicable laws and ordinances, and all other matters, that can in any way, affect the Services under this Agreement. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.

7.03 *Subcontracts*. The Contractor shall not, without prior written approval of the City, sublet or assign any portion of the Services to be performed.

7.04.1 *Termination*.

7.04.1 Right to Suspend or Terminate upon Default. Upon any Contractor Default, the City may terminate this Agreement or suspend it, in whole or in part. Such suspension or termination shall be effective thirty 30 days after the City has given written notice of suspension

or termination to the Contractor, except that such notice may be effective in a shorter period of time, or immediately, if the Contractor Default is one which endangers the health, welfare or safety of the public. The Contractor shall continue to perform the portions of the Agreement, if any, not suspended, in full conformity with its terms. The City may also suspend or terminate this Agreement, upon the same notice provisions, if the Contractor's ability to perform is prevented or materially interfered with by a cause which excuses non-performance despite the fact that non-performance in such a case is neither a breach nor a Contractor Default.

7.04.2 Event of Default. Each of the following shall constitute an event of default by the Contractor ("Contractor Default"):

7.04.2.1 The Contractor fails to perform its obligations under any section of this Agreement and its failure to perform is not cured within five (5) days after notice from City provided that if the nature of the breach is such that it will reasonably require more than five (5) days to cure, Contractor shall not be in default so long as it promptly commences the cure and diligently proceeds to completion of the cure, and provided further that neither notice nor opportunity to cure applies to events described in subsections 7.04.2.2 through 7.04.2.4.

7.04.2.2 Contractor ceases to provide Services for a period of two (2) business days for any reason within the Contractor's control, including, but not limited to, labor unrest such as strike, work stoppage or slowdown, sickout, picketing, or other concerted job action by the Contractor's employees.

7.04.2.3 The Contractor files a voluntary petition for relief under any bankruptcy insolvency or similar law or an involuntary petition is brought against the Contractor under any bankruptcy, insolvency or similar law, which remains undismissed or unstayed for ninety (90) days.

7.04.2.4 The Contractor fails to provide any additional assurances of performance as required under this Agreement.

7.05 *Specific Performance*. By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, the lead-time required to effect alternative service, and the rights granted by the City to the Contractor, the remedy of damages for a breach hereof by the Contractor is inadequate and the City shall be entitled to injunctive relief.

7.06 *City's Remedies Cumulative*. City's rights to suspend or terminate the Agreement or to obtain specific performance are not exclusive, and City's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that City may have, including a legal action for damages or the imposition of liquidated damages.

7.07 *Liquidated Damages*. The Parties acknowledge that consistent courteous and efficient collection of Solid Waste is of utmost importance and City has considered and relied on Contractor's representations as to its quality of service, commitment in entering into this Agreement. The Parties further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable Services. The Parties further recognize that if Contractor fails to provide the Services required herein, the City and its residents will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that the City will suffer. Therefore, the Parties

agree that the liquidated damage amounts of $500.00 per violation represent a reason able estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to the City and its residents that reasonably could be anticipated and recognition that proof of actual damages would be costly or inconvenient.

The Contractor agrees to pay as liquidated damages and not as a penalty the amount set forth herein. The City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or agents and through investigation of customer complaints made directly to the City. Prior to assessing liquidated damages, the City shall give the Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. The Contractor may review (and make copies at its own expense) all non-confidential information in the possession of the City relating to incident(s)/non-performance. The Contractor may, within ten (10) days after receiving the notice, request a meeting with the City's Representative or his or her designee. The Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The City's Representative or his or her designee will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the City's Representative or his or her designee shall be final. The City's right to recover liquidated damages for the Contractor's failure to provide the Services shall not preclude the City from obtaining equitable relief for persistent failures to provide such Services nor from terminating the Agreement for such persistent failures.

7.08 *City Default*. The City shall be in default under this Agreement ("City Default") in the event the City commits a material breach of the Agreement and fails to cure such breach within thirty (30) days after receiving notice from the Contractor specifying the breach, provided that if the nature of the breach is such that it will reasonably require more than thirty (30) days to cure, the City shall not be in default so long as City promptly commences the cure and diligently proceeds to completion of the cure. In the event of an asserted and disputed City Default, the Contractor shall continue to perform all of its obligations hereunder until a court of competent jurisdiction has issued a final judgment declaring that City is in default.

7.09 *Assurance of Performance*. If the Contractor: (i) persistently suffers the imposition of liquidated damages; (ii) is the subject of any labor unrest including work stoppage or slowdown, sickout, picketing or other concerted job action; (iii) appears in the reasonable judgment of the City to be unable to regularly pay its bills as they become due; (iv) is the subject of a civil or criminal proceeding brought by a federal, state, regional or local agency for violation of an Environmental Law in the performance of this Agreement; or (v) performs in a manner that causes the City to be uncertain about the Contractor's ability and intention to comply with this Agreement – then the City may, at its option and in addition to all other remedies it may have, demand from the Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require.

7.10 *Force Majeure*. Neither Party shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an "act of God" (including, but not limited to, flood, earthquake or other catastrophic events), war, insurrection, riot, labor unrest of other than the party's employees (including strike, work stoppage, slowdown, sickout, picketing, or other concerted job action) or

other similar cause not the fault of, and beyond the reasonable control of, the party claiming excuse. A Party claiming excuse under this Section must (i) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (ii) notify the other Party in writing as provided herein.

7.10.1 Obligation to Restore Ability to Perform. Any suspension of performance by a Party pursuant to this Section shall be only to the extent, and for a period of no longer duration than, required by the nature of the event, and the party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible and to mitigate damages that may occur as result of the event.

7.10.2 Notice. The Party claiming excuse shall deliver to the other Party a written notice of intent to claim excuse from performance under this Agreement by reason of an event of Force Majeure. Notice required by this Section shall be given promptly in light of the circumstances, but in any event not later than five (5) days after the occurrence of the event of Force Majeure. Such notice shall describe in detail the event of Force Majeure claimed, the services impacted by the claimed event of Force Majeure, the expected length of time that the Party expects to be prevented from performing, the steps which the Party intends to take to restore its ability to perform, and such other information as the other Party reasonably requests.

7.11 *Assignment*. No right or interest in this Agreement shall be assigned or delegated by the Contractor without prior, written permission of the City, signed by the City Administrator. City's permission will not be reasonably withheld, conditioned, or delayed. Any attempted assignment or delegation by the Contractor in violation of this provision shall be a breach of this Agreement by the Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

7.12 *Payment*. In order to receive prompt payment for services to the City of Yuma, the Contractor is required to submit an original invoice to City of Yuma Finance Department/Accounting Division, to payables@YumaAz.gov. Invoices must contain the following:

- Contract Number 2020-20000052;
- Delivery date;
- Ticket Number;
- Tons per delivery;
- Cost per ton w/extended cost;
- Applicable taxes; and
- The Contractor's invoice number and contact information.

The Contractor may not make any charge or claim for damages that result from delays or hindrances beyond the City's control. The sole form of compensation for delay or hindrance is a reasonable extension of time agreed to by the parties. An extension is not a waiver of any of the City's legal rights.

All documents the Contractor presents to the City under this Agreement are the City's permanent property. The Contractor must deliver all required reports before the City will make payment.

7.13 *Permits and Licenses*. The Contractor shall obtain, at its expense, all permits and licenses required by law or ordinance and maintain them in full force and effect.

7.14 *Contract Person*. Contact person for this Agreement is:

Frank Soto (928) 373-4551
Francisco.Soto@YumaAz.gov
Public Works Maintenance Foreman
155 W. 14th Street
Yuma, AZ 85364

7.15 *Unforeseen and/or Catastrophic Changes*. The Parties recognize the potential for significant changes in regulations or conditions, which may fall outside the bounds of this Agreement. For this reason, a contract review will occur least every two (2) years during the period of the Agreement, calculated from the Effective Date of the Agreement. These changes may include, but are not limited to, EPA or ADEQ regulatory issues, economic factors impacting solid waste disposal, changes in disposal sites, recycling developments, the Contractor's performance, increases in operational costs, and energy options. The Contractor and City will provide each other of written notice of such factors and changes. Either Party may request review of the Agreement by notifying the other in writing in the event significant changes occur prior to the normal review period. Within thirty (30) days of said written notice from either Party, the Parties will attempt to negotiate an amendment to the Agreement to address and cover such changes. If the Parties cannot reach an agreement, either Party may request mediation of the unresolved issue.

7.16 *Environmental Conditions*. The Contractor must comply with all applicable federal, state, and local environmental laws, regulations and ordinances. The Contractor must defend and indemnify the City for any required remediation and for all liabilities, losses, claims, judgments, fines, or demands arising from injury or death to any person, damage to any real property, or any environmental damage arising out of violations of applicable laws, regulations and ordinances.

7.17 *Applicable Law; Venue*. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

7.18 *Attorneys' Fees and Costs*. If either Party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party may recover, as part of the action or proceeding, all litigation, mediation, arbitration and collection expenses, including, but not limited to, expert witness fees, court costs, and reasonable attorney fees.

7.19 *No Personal Liability*. All liabilities of the parties under this Agreement are solely corporate or municipal liabilities of Contractor and the City and to the extent permitted by law the City hereby releases each director, officer, employee or agency of Contractor and Contractor hereby releases each member of the governing body, official, employee or agent of the City of and from any personal individual liability under this Agreement.

7.20 *Entire Agreement*. This written agreement a final expression of the agreement between the parties hereto and such Agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

7.21 *Amendments*. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively

and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

7.22 *Agreement for Benefit of Parties*. This Agreement shall be for the benefit of and shall insure to and bind the parties hereto. No other person or entity shall have any rights hereunder. Nothing in this Agreement shall create any contractual relationship between a Contractor, Vendor or subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any monies due any Contractor, Vendor or subcontractor, except as may otherwise be required by law.

7.23 *Notices*. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if: (A) delivered to the Party at the address set forth below; (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:

Joel Olea
Director of Public Works
155 W. 14th Street
Yuma, AZ 85364

Copies to:

City Attorney
City of Yuma
One City Plaza
Yuma, AZ 85364

If to Contractor:

Peter Sterenberg
General Manager
Republic Services of Yuma
2217 E 13th Street
Yuma, AZ 83565

Legal Department
Republic Services
18500 N. Allied Way
Phoenix, AZ 85054

Or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received: (A) when delivered to the Party; (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage; or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7.24 *Antidiscrimination*. The Contractor, in performing the work furnished by this Contract of furnishing the services provided here, shall not discriminate against any person seeking employment with or employed by it because of race, creed, color, national origin, or disability.

7.25 *Gratuities*. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of

securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

7.26 *Provisions Required by Law*. The Contractor must comply with all federal, state, and local laws and ordinances applicable to its performance under this Agreement. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction. 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, attorneys' 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 race, religion, color, age, sex, or national origin in the performance of this Agreement, and must comply with the terms and intent of Title 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 Agreement. 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 Agreement.

7.27 *Conflict of Interest*. This Agreement is subject to the Conflict of Interest provisions of the Arizona Revised Statutes §38-511, as amended.

7.28 *Severability*. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

7.29 *Agreement Subject to Appropriation*. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

7.30 *Agreement Not a Franchise – Independent Contractor*. It is the understanding and intention of the Parties that this Agreement shall constitute a contract for the collection, transfer, disposal and recycling services; that it shall not constitute a franchise; nor shall it be deemed or considered as such. The Parties intend that the Contractor shall perform the services required by this Agreement as an independent contractor engaged by the City and not as an officer or employee of the City nor as a partner of or joint-venture with the City. No employee or agent of the Contractor shall be deemed to be an employee or agent of the City. Except as expressly provided herein, the Contractor shall have the exclusive control over the manner and means of conducting the Services performed under this Agreement, and over all persons performing such services. The Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither the Contractor nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrue to the City's employees by virtue of their employment with the City.

7.31 *E-verify Requirements*. To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41- 4401, the Contractor and its subcontractors warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A) ("Immigration Warranty"). The Contractor's or its subcontractor's failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the papers of all the Contractor personnel who provide services under this Agreement to ensure that the Contractor or its subcontractors are complying with the Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractor to ensure compliance with the Immigration Warranty. The Contractor shall assist the City in regard to any random verification performed.

Neither the Contractor nor any subcontractor will be deemed to have materially breached the Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

7.32 *Time of the Essence*. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

7.33 *Signatory Authority*. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

7.34 *Boycott of Israel*. Pursuant to A.R.S. § 35-393.01 as amended, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.

7.35 *Survival*. The obligations of Contractor under this Section shall survive the termination of this Agreement.

7.36 *Counterparts and Electronic Signatures*. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

7.37 Cooperative Use of Agreement. In addition to the City of Yuma and with approval of the contracted Contractor, the terms and conditions of this Agreement may be extended for use by other municipalities, school districts and governmental agencies of the state. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity. Pricing for these additional engagements will be determined at the mutual agreement of the municipalities, school district, or governmental agency of the state and the Contractor.

(Signatures on following page)

Allied Waste Transportation Inc., dba Republic Services of Yuma

By: _____ Name: Javara Perralliat
(Signature Required) Please Print

Title: Vice President

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

On October 12, 2020, Javara Perrilliat as the Vice President of Republic Services, a Delaware company, personally appeared before me whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he signed the above document on behalf of Allied Waste Transportation Inc., dba Republic Services of Yuma.

Notary Public Alba Williams

(Affix notary seal here)
ALBA WILLIAMS
Notary Public - Arizona
Maricopa County
Commission # 575969
My Comm. Expires Dec 9, 2023

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 23rd day of OCTOBER, 2020 (the "Effective Date").

CITY OF YUMA

By: _____
Philip Rodriguez, City Administrator

ATTEST:

_____
Lynda L. Bushong, City Clerk

APPROVED AS TO FORM:

_____
Richard W. Files, City Attorney

Appendix A

Proposal Option – Local Processing Facility

Republic Services will construct a new building for the processing of recycling materials at 3040 S Avenue 3 ½ E, Yuma, AZ 85364 This building will be a 50' x 100' structure and will have a 5000 SF apron to received and store recycling material on or before July 1, 2021.

Republic Services will process recycling material over the entire workweek. Once the material is tipped, Republic employees will sort material to recover recycling material with positive market value. Republic will employ a wheel loader operator and two laborers for the recovery of material. All recyclable material received from the City will be processed. The City will have the opportunity at any time to audit the processing methods used.

Recovered material will be stored in covered roll-off container until sold to processors. Additionally, Republic Services may install a baler for recovered material in the future. All residual material will be loaded onto transfer trailers and taken to Copper Mountain Landfill for disposal. Republic will operate this facility as described herein, for the term of the contract and any extensions. As a back up to this facility, Republic also operates the Valley Environmental Material Recover Facility located at 702 E Heil Avenue, El Centro CA. Republic may use this facility for processing at no additional cost to the City.

Within 10 days from the end of the month, Republic will provide the City of Yuma a report with the following information:

- Total tons of recycling material received for processing in the calendar month
- Total tons of material sold by commodity for the month
- Total revenue from the sale of material for the month
- YTD tons of material sold by commodity and YTD revenue from the sale of material
- Quarterly revenue sharing (when applicable)

Appendix B

Materials Acceptance List (MAL)

The Provider at a minimum will accept the following Recyclable Materials:

1. Clear or Colored High Density Polyethylene (CHDPE) – Opaque plastic materials commonly labeled with the #2 recycling symbol.

2. Natural High Density Polyethylene (NHDPE) – Translucent plastic materials commonly labeled with the #2 recycling symbol.

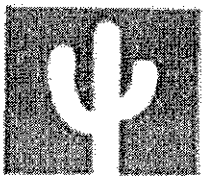
3. Polyethylene Terephthalate (PETE) – Clear or colored plastic materials commonly labeled with the #1 recycling symbol.

4. Plastics – All plastics such as plastic buckets, tubs, toys, pots. Items labeled #3, #4, #5, #6, #7.

5. Paper – Old newspaper, old magazines, office paper, telephone directories, junk mail, old corrugated cardboard, bags, mixed paper and paperboard packaging.

6. Metal – Aluminum, tin or steel beverage or food cans, empty aerosol cans and small appliances.

7. Bottleneck and Container Glass – clear, brown, blue and green glass containers.



SOUTH
YUMA
COUNTY
LANDFILL

July 23, 2024

City of San Luis:

Thank you for your continued support of the local landfill near your city. We have for many years kept your disposal rate lower than the gate rate charged to others. We have given your City, Somerton and Yuma reduced rates as good neighbors and will continue to do so.

Your current rate is lower than other customers we have at SYCL and needs to be increased due to our costs of operations increasing and our equipment replacement schedules and costs thereof.

Our new gate rate is currently $41.00 per ton and we have adjusted your rate to that of Somerton and soon to be increased Yuma.

San Luis Per Ton Disposal Rate Review:

2020 Rate:	$30.25
2021 Rate:	$32.25*
2022 Rate:	Not Changed
2023 Rate:	Not Changed
2024 Rate:	$39.00

*The disposal rate change in 2021 to $32.25 was sent to the City, but never inputted into our billing system. Therefore, the City has benefited. CR&R will not back bill the City for our mistake. We again did not increase the rate for inflationary issues in 2022 and 2023.

Please note that had SYCL increased the rates annually by only 5% from 2021, the current rate would be at $37.32 per ton.

If this rate increase is unacceptable, we would like your suggestion how we can increase your rate to get it to where we can continue disposal operations and have a profit margin acceptable.

Again, thank you for your feedback and we look forward to continuing our business relationship with the City of San Luis.

Sincerely,

William Hunter
Vice President Operations

19536 S Avenue 1E, Yuma Arizona 85365
(928)782-8047

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/09/2024

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

Submitted By: Manuel Hernandez, Assistant Director of Public Works, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of a leased 2024 Peterbilt Solid Waste Side Loader Truck. **(Manuel Hernandez, Assistant Director of Public Works)**

SUMMARY:

During the Council Meeting on 9/25/23, the Mayor and Council approved a 12-month lease on a 2024 Peterbilt Solid Waste Truck. The lease will expire by the end of September 2024. As per the lease agreement, 50% of the 12-month lease payments will go towards the purchase of the vehicle ($50,400.00). The buyout price for this vehicle is $339,600.00. On June 26, 2024, the Mayor and Council approved allocating $339,600.00 for the purchase of the leased Solid Waste Truck. Reference CIP project #2025053. As mentioned during previous Council Meetings, new solid waste trucks are difficult to source, Public Works was fortunate to find an available new Solid Waste Truck. Public Works is now requesting to move forward with the purchase.

Public Works is seeking Mayor and Council approval for the purchase of the leased 2024 Peterbilt Solid Waste Truck and to waive the formal purchasing procedures as allowed under San Luis Purchasing Code Section 3.05.010 (F) for purchases exceeding the $45,000.00 threshold.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF A 2024 PETERBUILT SOLID WASTE TRUCK FROM RUSH REFUSE SYSTEMS IN THE AMOUNT OF $339,600.00 AND TO WAIVE FORMAL PROCUREMENT PROCEDURES.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$339,600.00
BUDGETED AMOUNT:	$339,600.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay Equipment 320-321-90000/$346,155.63

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

This item was approved during the adoption of the budget for FY2025.

Attachments

RSO for VIN 115823 - City of San Luis

4756_Lease_Purchase_Proposal_-_City_of_San_Luis,_AZ_-_VIN_115823_and_Unit#_955-1776_-_8-30-2023 (1)

092523 Agenda Item Review

5823 a

5823 b

5823 c

Rush Crane & Refuse Systems International
8810 IH 10 East
Converse, TX 78109-9764
877-661-4511

Retail Sales Order

SALES ORDER

Please enter my order for the following:
☐ New ☐ F.E.T. Applicable
☑ Used ☑ F.E.T. Exempt

Make	Peterbilt	Series	520
Year	2024	Body Type	McNeilus 28yd Zero Radius ASL
Color	WHITE	Trim	
Serial #	3BPDLK0X3RF115823		
Stock #	1503129		

To be delivered on or about 9/26/2024

Date 09/06/2024

City of San Luis
Customer's Name

Street	City	State	Zip
1090 E. Union Street	San Luis	AZ	85349

(928) 323-7454
Federal Tax ID # | Business Phone | Fax

Purchaser's Name

Street	City	State	Zip

Federal Tax ID # | Business Phone | Fax

Bradley Taylor — By Salesman
mhernandez@sanluisaz.gov — Customer Email

Vehicle will be Titled in Yuma County.

*** Vehicle will be Registered in the State of Arizona.

Body SN# 64850	
Includes Transferring Remaining Balance	
of Extended Warranty	
Original Purchase Price	390,000.00
Rental Credit ($8,400 x 12 Months x 50% Credit)	-50,400.00
Purchase Price after Rental Credit	339,600.00
Sales Price	338,592.82
Factory Paid F.E.T.	0.00
F.E.T. Tire Credit	0.00
Total Factory Paid F.E.T.	0.00
Optional Extended Warranties	0.00
Sub-Total	338,592.82
Dealer Paid F.E.T. *	0.00
Local Taxes	0.00
Dealer's Inventory Tax	612.18
Documentary Fee **	395.00
Delivered Price	339,600.00
Total Down Payment	0.00
Unpaid Balance Due on Delivery	339,600.00

LIENHOLDER INFORMATION

Date of Lien

Lien Holder

Manufacturer Rebate	0.00
Total Used Vehicle Allowance *	0.00
Less Total Balance Owed	0.00
Total Net Allowance on Used Vehicle(s)	0.00
Deposit or Credit Balance	0.00
Cash with Order	0.00
◄	0.00

*See Trade-in details on page 4

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.

CARB Disclosure: A vehicle operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets.

***** State of registration is based on the state selected by the Customer when the vehicle was ordered. Customer is solely responsible for, and agrees to defend, indemnify and hold Rush harmless from, any reporting obligations and/or liability, including but not limited to penalties and fines, arising from registration and/or operation of a vehicle in a state other than the state of registration identified herein.**

*SUBJECT TO ADJUSTMENT – FINAL F.E.T. MAY VARY.

NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER

THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.

IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions

Customer's Signature **Date**

OFFER RECEIVED BY: _____
SALES REPRESENTATIVE **Date**

OFFER ACCEPTED BY: _____
AUTHORIZED REPRESENTATIVE **Date**

TERMS ARE C.O.D. UNLESS PRIOR ARRANGEMENTS HAVE BEEN APPROVED

Rush Crane & Refuse Systems International
8810 IH 10 East
Converse, TX 78109-9764
877-661-4511

Retail Sales Order

TERMS AND CONDITIONS

1. **Parties to Order; Definitions**. As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, IF ANY, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. **Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. **Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title and Emissions.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances. Customer further warrants that the emissions system of the Trade-In Vehicle, including any air pollution control devices ("Emissions System"), has not been removed, dismantled, modified, tampered with or altered in any way and the Emissions System is functioning in accordance with the original OEM specifications.

5. **Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. **Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. **Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. **Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. **Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. **Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. **Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. **Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. **Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. **No Broker; Manufacturer Incentives**. If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. **Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

16. **Used Car Buyers Guide.** If applicable, the information on the window form for the vehicle(s) is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

17. **Third Party Products and Services.** Products purchased from Rush may include products and services provided by third parties, including subscription services and/or software products ("Third Party Products") that have their own terms and conditions of use and privacy policies ("Third Party Use Terms"). Customer's use of the Third Party Products is governed by and subject to the Third Party Use Terms. Customer understands and agrees that Rush is not responsible or liable for Customer's use of the Third Party Products. Use of Dealer's RushCare products and services is governed by the RushCare Technology Solutiosn Platform User Agreement located at http://www.rushtruckcenters.com/rushcare-user-agreement.

18. **Use of Vehicle Repair Data.** Vehicle maintenance service and repair information arising from or created as a result of Services provided by Dealer, including vehicle owner information, vehicle identification numbers and vehicle specifications ("Vehicle Repair Data"), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers ("Maintenance Third Parties") and used by Dealer and Maintenance Third Parties to support and enhance vehicle repair services provided to such parties' customers. Customer also authorizes Dealer and Maintenance Third Parties to aggregate Vehicle Repair Data with data of other repair customers in a way that does not identify Customer and to use such aggregated data for any purpose.

19. **Insurance. IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** Dealer may request insurance information from Customer in order to register the vehicle or for verifying insurance coverage. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the vehicle. By signing this agreement, Customer covenants and agrees that Customer has obtained, or will obtain, before the vehicle is driven by anyone, insurance on the vehicle.

20. **Manufacturer Surcharges.** The Manufacturer has reserved the right to change the price to Dealer of any Product that is not currently in Dealer's stock, without notice to Dealer. If a Product identified in this Order is not currently in Dealer's stock at the time this Order is signed by the Customer, Dealer reserves the right to change the Product price to reflect any price increases imposed by the Manufacturer.

Customer Initial _____

Rush Privacy Policy

For Nonpublic Personal Information Disclosed in Connection with the Provision of Financial Products or Services

FACTS	WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?

WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances and payment history • Credit history and employment information When you are *no longer* our customer, we continue to share your information as described in this notice.

How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
For our everyday business purposes- Such as to process your transactions, maintain your account(s), respond to court orders and legal Investigations, or report to credit bureaus	Yes	No
For our marketing purposes- To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call (830) 302-5200

Who we are	
Who is providing this notice?	Rush Enterprises, Inc. and its wholly owned subsidiaries. See "Other important information" below for a listing of companies.

What we do	
How does Rush Truck Centers protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Rush Truck Centers collect my personal information?	We collect your personal information, for example, when you ▪ apply for financing ▪ give us your income information or provide employment information ▪ provide account information or give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes-information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Rush does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ Includes lenders, finance companies and financial service providers

Other important information

- This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of Arkansas, Inc., Rush Truck Centers of California, Inc., Rush Medium Duty Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Medium Duty Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of Illinois, Inc., Rush Truck Centers of Indiana, Inc., Rush Truck Centers of Kansas, Inc., Rush Truck Centers of Kentucky, Inc., Rush Truck Centers of Missouri, Inc., Rush Truck Centers of Nevada, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Pennsylvania, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP, Rush Truck Centers of Utah, Inc., and Rush Truck Centers of Virginia, Inc.
- This Privacy Policy does not apply to information obtained in a non-financial transaction.

rushrefusesystems.com

LEASE PROPOSAL

Date: 8/30/2023

Customer: City of San Luis, AZ - Manuel Hernandez

Equipment: 2024 Peterbilt 520DS MX11 FLEET Spec W/McNeilus 28yd Zero Radius ASL (VIN 115823 / Unit# 955-1776)

Lease Rate: $8,400 per month for a minimum term of 12 months (50% credit for up to 12 months, purchase option price of $339,600 after rental credit of $50,400 is applied).

Extended Warranty: CARB Paccar Premium MX11 Engine Warranty (5 Year/200k Miles), CARB 5 Year/350k Mile Emissions Warranty, Allison 5 Year Refuse Packer Extended Warranty, and 1 Year Peterbilt Towing Warranty

Salesmen: Bradley Taylor

AGENDA ITEM REVIEW FORM

Special City Council Meeting **3.C.**
Meeting Date: 09/25/2023
Department Head: Eulogio Vera, Director of Public Works, Public Works Department
Submitted By: Manuel Hernandez, Project Manager, Public Works Department
Action Requested: Motion

ITEM:
Discussion and possible action on any and all matters regarding a 12-month lease agreement on a 2024 Peterbilt Solid Waste Side Loader Truck with Rush Refuse Systems. **(Manuel Hernandez, Acting Assistant Director of Public Works)**

SUMMARY:
The Department of Public Works and its Solid Waste Division are seeking the Mayor and City Council's approval of a 12-month lease agreement on a new 2024 Peterbilt Solid Waste Side Loader Truck with Rush Refuse Systems. The monthly lease total is $8,400.00 for a minimum term of 12 months ($100,800.00 for 12 months). Rush Refuse Systems is offering the option to purchase this vehicle after the 12-month lease. Additionally, 50% of the lease would be applied as a credit ($50,400.00) towards the purchase if the City of San Luis opts to purchase this vehicle.

New solid waste trucks are difficult to source. Public Works was offered this vehicle due to our good-standing relationship with the vendor. Public Works is currently leasing a 2023 Side Loader with Rush Refuse Systems that was approved on May 31, 2023. As per our Fleet Services and Solid Waste Division, they are having good experience with Rush Refuse System's service and the vehicle. Public Works is also requesting authorization from the Mayor and City Council to waive the formal procurement procedures as authorized under Section *3.05.010 (F) Procedures Waived* of the City Code.

The City Attorney notes that the lease is heavily weighted in favor of the vendor. However, given the long delays in obtaining these specialized trucks and the trucks out of commission with repairs, and it is for a new 2023 truck from a manufacturer (Peterbilt) with a good reputation, and the proposal has a promise for separate component warranties. The City Attorney supports staff in its calculation of the benefits outweighing the risks.

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO APPROVE A 12-MONTH LEASE AGREEMENT ON A 2024 PETERBILT SOLID WASTE SIDE LOADER TRUCK, NOT TO EXCEED $100,800.00, AND TO WAIVE FORMAL PROCUREMENT PROCEDURES.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$100,800.00 over the course of 12 months or $8,400.00 monthly
BUDGETED AMOUNT:	$120,610.31
AVAILABLE AMOUNT TO TRANSFER:	$120,610.31
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Lease Payments - Principal & Interest #320-321-80015/ $120,610.31

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

Attachments
Lease Purchase Proposal - City of San Luis, AZ - VIN 115823 and Unit# 955-1776 - 8-30-2023
Master Lease Agreement and Schedule B


OFFICIAL USE ONLY
5823


McNeilus
OFFICIAL USE
CITY OF SAN LUIS, AZ
INC. 1979
5823
Peterbilt
955-1776


McNeilus
USE ONLY
CITY OF SAN LUIS, AZ
INC. 1979
CERTIFIED
CLEAN IDLE
5823
Peterbilt
955-1776
SAFETY NOTICE

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/09/2024

Department Head: Nigel Reynoso, Chief of Police, Police Department

Submitted By: Michelle Boucher, Police Administrator, Police Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding authorization to purchase two (2) fully marked and equipped new 2024 Ford Explorers using Arizona Department of Emergency and Military Affairs Border Fencing and Technology Grant budgeted funds. **(Nigel Reynoso, Chief of Police)**

SUMMARY:

Purchase of Vehicles

The City of San Luis Police Department is seeking approval for the purchase of two (2) new 2024 Ford Explorers. The new vehicles will be assigned to the San Luis Police Department Patrol Division in order to replace vehicles over 10 years old with 100,000 miles and scheduled to be decommissioned. The funds for the purchase of these vehicles were approved as Fiscal Year 2024-2025 Capital Projects Grant Funds. The vehicles will be purchased from Peoria Ford, which holds the state contract #CTR059322-3 and has provided a bid of $105,662.36, including tax, for the two (2) vehicles. They are also the only dealership that can provide us with these police interceptor vehicles at this time without an extended order time.

Purchase of Equipment to up-fit Vehicles

The explorers will be fully equipped and marked by Arizona Emergency Products (AEP) using Yavapai County contract #2018-346, which provides a cost reduction from the state dealership contract. The quotes provided to fully equip the two (2) new vehicles will total $62,603.72.

Total Purchase

The total purchase amount for the vehicles and the equipment will be $168,265.78.

San Luis City Code-Purchasing

The purchase, equipping and marking of the vehicles come under the San Luis City Code-Purchasing, Section 36.09 Cooperative Purchasing, since it is using State Contract #CTR059322-3 for purchasing of the vehicles, and the Yavapai County contract #2018-346 for the equipping of the vehicles.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF TWO (2) NEW 2024 FORD EXPLORERS, APPROVE THE MARKING AND EQUIPPING OF THE VEHICLES FOR A TOTAL AMOUNT NOT TO EXCEED $170,000.00 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$168,265.78
BUDGETED AMOUNT:	$1,369,800.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay-Equipment/250-181-90000

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

The total amount to purchase all two (2) new vehicles will be $168,265.78. Fiscal Year 2024-2025 budgeted amount was included within the grant amount of $1,369,800.00.

Attachments

Peoria Ford Quote

AEP Quote

Quote

PFVT MOTORS, LLC.
CHAD RICCIO
Government Account Team
Direct: 480-405-2929

Date	9/10 /24
Valid Until	9/25/2024
Contract	
PO	
Lead Time	

Customer:

LIEUTENANT E. BOTELLO
SAN LUIS POLICE DEPARTMENT

Invoice Address:

SAME

Delivery Address:

Description	Line Total
POLICE INTERCEPTOR SG A04475 2025 UTILITY AWD EXTERIOR 119" WHEELBASE OXFORD WHITE 3.3L TI-VCT V6 ENGINE INTERIOR 10-SPEED AUTO TRANSMISSION EBONY CLOTH FRT/VINYL REAR	
EXTERIOR □ 18" H.D.STEEL WHEELS □ 255/60R18 A/S BSW POLICE TIRES □ CLASS III HITCH RECEIVER □ DUAL EXHAUST SYSTEM □ DUAL POWER MIRRORS □ FULL SIZE 18" SPARE W/TPMS □ HEADLAMPS - AUTO, LED LOW/HIGH INCLUDES FRONT HOUSING (W/ LED WIG-WAG) □ KEY LOCKS (DR/PASS/LFTGT) □ PRIVACY GLASS 2ND/3RD ROW INTERIOR □ 35/30/35 SPLIT VINYL REAR □ A/C W/AUTOMATIC CLIMATE CONTROL, DUAL ZONE □ BLACK VINYL FLOOR COVERING □ CERTIFIED SPEEDOMETER □ CLOTH BUCKET FRONT SEATS □ CONSOLE MOUNTING PLATE □ ENGINE HOUR / IDLE METER □ HTD SANITIZATION SOLUTION □ RED/WHITE TASK LIGHTING □ PWR DR/PASS SEAT W/LUMBAR □ SEATBACK INTRUSION PLATES □ TILT/TELESCOPING STEERING WHL W/ 4 CONFIGURABLE LATCHING SWITCHES □ UNIVERSAL TOP TRAY FUNCTIONAL □ AM/FM/MP3/BLUETOOTH & USB □ COLUMN MOUNTED SHIFTER □ ENGINE OIL COOLER □ FULL-TIME ALL WHEEL DRIVE SYSTEM □ HEAVY DUTY SUSPENSION □ HEAVY-DUTY 80-AMP BATTERY □ INTERIOR TRUNK/LIFTGATE RELEASE □ POLICE BRAKES: 4 WHL DISC W/ ABS & TRACTION CONTROL □ POWER STEERING W/EPAS □ REAR VIEW CAMERA □ TRANSMISSION OIL COOLER □ TRANSMISSION-10-SPEED AUTO SAFETY/SECURITY □ 75 MPH REAR-CRASH TESTED □ ADVANCETRAC™ WITH RSC® □ AIRBAGS - FRONT AND SIDE □ AIRBAGS - SAFETY CANOPY □ SOS POST CRASH ALERT SYS □ TIRE PRESSURE MONITOR SYS WARRANTY □ 3 YR/36K MILE BUMPER-TO-BUMPER WARRANTY □ 5 YR/100K MILE POWERTRAIN CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE	$48,780.00
EQUIPMENT GROUP 500A OPTIONAL EQUIPMENT/OTHER .FM STEREO 3.3L TI-VCT V6 ENGINE - 2,330.00 10-SPEED AUTO TRANSMISSION NO CHARGE 50 STATE EMISSIONS NO CHARGE	
WINDOW TINT	INC
2 KEYS	INC

Special Notes and Instructions

I HAVE 15 OF THESE UNITS THAT I CAN HAVE TO YOU WIOTHIN DAYS OF GETTING A PO .

Subtotal		$48,780.00
Sales Tax	0.081	$3,951.18
Tire Tax	5	$5.00
Extended Warranty		
Flooring		0
Freight		$95.00
MSO / ODO		$0.00
Total Per Unit less Trade-In		$52,831.18
Quantity of Units		1
Sale Total		**$52,831.18**

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature
Print Name
Date

If you have any questions concerning this quote, contact Chad Riccio

Thank you for your business!

9130 W Bell Road, Peoria AZ 85382
480-405-2929 - chad.riccio@governmentautosales.com

Quotation

Date	Page
Sep 20, 2024	1
Order Number	
QTE0039388	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

San Luis Police Department, City of
P.O. Box 3720
San Luis, AZ 85349

Ship To:

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2025 PI-SUV / Full Patrol / bluePRIN		SAN10606	BPY	Sep 20, 2024		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	White	Yavapai County Contract # 2018-346

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		POC: Lt. Botello / 928-341-2420 ext 2242 / San Luis PD POC: Michelle Boucher / 928-341-2420 ext 2209 / San Luis PD Order PI-SUV with Ford Option 86T, 51T, and 17T ** Sound Off Lighting and Siren - bluePRINT Package **			
1.00	LBAR04570 / ENNLB0180E-482	54" nForce NXT Lightbar, Dual Color w/ (3) Tri-Color Mods Special AZ Sound Off bluePRINT Package Price	1,971.0000	Y	1,971.00
4.00	LEDS03996 / EMPSCG2STS5RBW	4" mPower 3-Wire Fascia LED, Stud Mnt, 18-LED, R/B/W Contract price of 50% off Sound Off MSRP of $272.00	136.0000	Y	544.00
1.00	BUMP00905 / BK1526ITU20	Light Ready Push Bumper, SoundOff mPower x4, 2020+ PI-SUV Contract price of 10% off Setina MFG MSRP of $599.00	539.1000	Y	539.10
2.00	LEDS03996 / EMPSCG2STS5RBW	4" mPower 3-Wire Fascia LED, Stud Mnt, 18-LED, R/B/W Contract price of 50% off Sound Off MSRP of $272.00	136.0000	Y	272.00
1.00	BKRT00359 / PMP2BKUMB8-D	Under Mirror Bracket, mPower/Intersector, 25+ PI-SUV DS	24.0000	Y	24.00

Quotation continued on next page ...

Quotation

Date	Page
Sep 20, 2024	2
Order Number	
QTE0039388	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

San Luis Police Department, City of
P.O. Box 3720
San Luis, AZ 85349

Ship To:

AEP PHX INSTALL
AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2025 PI-SUV / Full Patrol / bluePRIN		SAN10606	BPY	Sep 20, 2024		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	White	Yavapai County Contract # 2018-346

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Contract price of 50% off Sound Off MSRP of $48.00			
1.00	BKRT00360 / PMP2BKUMB8-P	Under Mirror Bracket, mPower/Intersector, 25+ PI-SUV PS Contract price of 50% off Sound Off MSRP of $48.00	24.0000	Y	24.00
2.00	LEDS03996 / EMPSCG2STS5RBW	4" mPower 3-Wire Fascia LED, Stud Mnt, 18-LED, R/B/W Contract price of 50% off Sound Off MSRP of $272.00	136.0000	Y	272.00
1.00	BKRT00074 / PMP2RS101	Under Spoiler mPower Bracket, 1-Module, 2020 Utility Contract price of 50% off Sound Off MSRP of $81.00	40.5000	Y	40.50
2.00	LEDS03996 / EMPSCG2STS5RBW	4" mPower 3-Wire Fascia LED, Stud Mnt, 18-LED, R/B/W Contract price of 50% off Sound Off MSRP of $272.00	136.0000	Y	272.00
2.00	LEDS04370 / EMPSCG1SLS3J	3" mPower 3-Wire Fascia LED, Stud Mnt, 8-LED, Red/Blue Contract price of 50% off Sound Off MSRP of $219.00	109.5000	Y	219.00
2.00	LEDS03674 / ELUC3H010B	Universal Under Cover LED Insert, 5-Wire, Blue Contract price of 50% off Sound Off MSRP of $166.00	83.0000	Y	166.00
2.00	LEDS02981 / PLUCTCL1	Twist-In Under Cover LED Collar Kit Contract price of 50% off Sound Off MSRP of $6.00	3.0000	Y	6.00
1.00	SIRE00630 / ENGSA5200RSR	500 Series bluePRINT Siren, Remote Rotary Knob, 200-Watts	843.7500	Y	843.75

Quotation continued on next page ...

Quotation

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Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

San Luis Police Department, City of
P.O. Box 3720
San Luis, AZ 85349

Ship To:

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AEP PHX INSTALL

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2025 PI-SUV / Full Patrol / bluePRIN		SAN10606	BPY	Sep 20, 2024		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	White	Yavapai County Contract # 2018-346

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Special AZ Sound Off bluePRINT Package Price			
1.00	VACC03152 / ENGLMK013	bluePRINT Link Micro Kit, PI-SUV / F-150 / Super Duty Special AZ Sound Off bluePRINT Package Price	320.1100	Y	320.11
1.00	SIRE00537 / ENGCP15001	bluePRINT Handheld Control Panel / For Rear Cargo Area Contract price of 50% off Sound Off MSRP of $361.00	180.5000	Y	180.50
1.00	VACC02893 / PUVBBJ00	SoundOff Universal Dual Channel Breakout Box Contract price of 50% off Sound Off MSRP of $197.00	98.5000	Y	98.50
1.00	SIRE00566 / ENGSYMD01	bluePRINT SYNC Module with Antenna Special AZ Sound Off bluePRINT Package Price	229.5000	Y	229.50
1.00	VACC02241 / B07PPLK8L4	RJ45 Splitter, 1-Male to 3-Female, Use for BP SYNC/LINK/CP Not on contract / Open market price	19.9900	Y	19.99
2.00	SPEA00253 / ETSS100J5	100 Watt Composite Siren Speaker with Universal Bail Bracket Special AZ Sound Off bluePRINT Package Price	175.5000	Y	351.00
1.00	CONS01692 / CC-20-UV10-L8	18 Inch L Shape Console for a 20+ PI-SUV Contract price of 30% off Troy Products MSRP of $601.00	420.7000	Y	420.70
1.00	FACE00896 / FP-BLNK1SW3	1" Faceplate with Three Switch Cutouts	0.0000	N	0.00

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2025 PI-SUV / Full Patrol / bluePRIN		SAN10606	BPY	Sep 20, 2024		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	White	Yavapai County Contract # 2018-346

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Included with price of console			
1.00	VACC01450 / AEP-SW-DOME1	Switch, Prisoner Dome Light, On-Door-Off Contract price of 35% off Patrol Power MSRP of $28.00	18.2000	Y	18.20
1.00	VACC01714 / AEP-SW-IDLE	Switch, Idle Security, Off-On Contract price of 35% off Patrol Power MSRP of $28.00	18.2000	Y	18.20
1.00	FACE00222 / C-SW-B	Switch Blank Cover PB 2012-09-01 Contract price of 25% off Havis MSRP of $9.00	6.7500	Y	6.75
1.00	FACE00844 / FP-SO500-R	4" Faceplate Soundoff 500 Siren / Light Contol Remote Head Included with price of console	0.0000	N	0.00
1.00	FACE00439 / FP-MXTL2500	3" Faceplate for a Remote Head Motorola APX 6500 Radio Included with price of console	0.0000	N	0.00
1.00	FACE00931 / FP-USBC-2DC	2" Faceplate Combo USB-C/USB-B Port and (2) DC Outlets Contract price of 30% off Troy Products MSRP of $90.00	63.0000	Y	63.00
1.00	FACE00443 / FP-SGTRAY	4" Sunglass Holder PL 2012-01-01 Contract price of 30% off Troy Products MSRP of $50.00	35.0000	Y	35.00

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2025 PI-SUV / Full Patrol / bluePRIN		SAN10606	BPY	Sep 20, 2024		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	White	Yavapai County Contract # 2018-346

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	CONS00720 / AC-INBHG	4" Internal Beverage Holder with Rubber Fingers Contract price of 30% off Troy Products MSRP of $64.00	44.8000	Y	44.80
3.00	CONS01276 / MMBP-25	Magnetic Microphone Mount BP Not on contract / Open market price / MSRP $39.99	34.9900	Y	104.97
1.00	CONS01148 / AC-SIDEARM-6	6" x 2" Leather Arm Rest. Bolts to Side or Rear of Console PL 2012-01-01 Contract price of 30% off Troy Products MSRP of $116.00	81.2000	Y	81.20
1.00	PRIS02008 / CM-UV20-SL-LED	Passenger Side Computer Mounting System. 2020+ PI-SUV Contract price of 30% off Troy Products MSRP of $769.00	538.3000	Y	538.30
1.00	COMP02085 / PKG-DS-GTC-312-3	Getac V110 Notebook Docking Station, Triple RF, Power Supply Contract price of 25% off Havis MSRP of $1,431.00	1,072.2500	Y	1,072.25
1.00	COMP01769 / LPS-211	Bracket to Mount Power Supply to Docking Station Contract price of 25% off Havis MSRP of $43.00	32.2500	Y	32.25
1.00	DOME00005 / ECVDMLTAL00	LED Dome Light, 6" Round w/ Red LED Night Light Contract price of 50% off Sound Off MSRP of $137.00	68.5000	Y	68.50

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2025 PI-SUV / Full Patrol / bluePRIN		SAN10606	BPY	Sep 20, 2024		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	White	Yavapai County Contract # 2018-346

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	GUNM00716 / RPN9001	Raptor Single Weapon Rack with Lock for an AR-15 Not on contract / Open market price	525.0000	Y	525.00
1.00	GUNM00717 / RPN9017	Raptor Partition Mounting Kit with 15 Degree Offset Angle Not on contract / Open market price	75.0000	Y	75.00
1.00	PRIS02096 / PK1126ITU20TM	#10XL C Coated Poly Partition 2020 Utility Contract price of 10% off Setina MFG MSRP of $1,119.00	1,007.1000	Y	1,007.10
1.00	PRIS01975 / WK0514ITU20	Window Barrier / Steel Horizontal 20+ Explorer/ 20+ PI SUV Contract price of 10% off Setina MFG MSRP of $329.00	296.1000	Y	296.10
1.00	PRIS02036 / FRD200001-0	Latch/Window Switch BlockOff Kit, Rear Doors, 20+ PI Utility Contarct price of 35% off Patrol Power MSRP of $69.00	44.8500	Y	44.85
1.00	PRIS01996 / FE7502-RB	Prisoner Seat with Ready Buckles Seat Belts, 20 + PI-SUV Contract price of 5% off Laugnna MFG MSRP of $1.479.00	1,405.0500	Y	1,405.05
1.00	DOME00023 / ECVDMLTST4	Universal LED Interior Dome Light, (24) Bright White LED's, Contract price of 50% off Sound Off MSRP of $53.00	26.5000	Y	26.50

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2025 PI-SUV / Full Patrol / bluePRIN		SAN10606	BPY	Sep 20, 2024		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	White	Yavapai County Contract # 2018-346

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	SPEE00610 / CRS-3003	Eagle 3 Dual Ka Antenna, with Same Direction, Fast and Scan Better than contract price of 10% off Kustom MSRP $4,489.00	3,095.0000	Y	3,095.00
1.00	SPEE00618 / 050-0036-00	Kustom Signal Heat Shield for an Eagle 3 Radar System Better than contract price of 10% off Kustom Signal MSRP of $55.00	39.0000	Y	39.00
1.00	FACE00472 / L3-AP1SET	DC outlet plug with black captured cap. Used for Radar Power PL 2012-01-01 Contract price of 30% off Troy Products MSRP of $15.00	10.5000	Y	10.50
1.00	STOR01053 / INV-ES-FF-ET-PIU20	Electronic Storgae, False Floor, Electronics Tray, 2020+ PIU Not on contract / Open market price / MSRP $1,332.39	942.8300	Y	942.83
1.00	STOR01054 / INV-ES-ORG-FB-PIU	Electronic Storgae, Accessory, Organizer, Dual Flare Box Not on contract / Open market price / MSRP $543.52	418.2400	Y	418.24
1.00	STOR01055 / INV-ES-ORG-FBLD-PIU	Dual Flare Box Hinged Cover with Expanded Metal Floor Not on contract / Open market price / MSRP $175.23	134.8500	Y	134.85
1.00	STOR01124 / INV-ES-FF-ET-BIRCH-P	Coated Birch Board Removable Electronics Mounting Floor	71.7100	Y	71.71

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Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	White	Yavapai County Contract # 2018-346

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Not on contract / Open market price / MSRP $93.19			
1.00	STOR01260 / INV-BOX-SD-382110-S	Single Drawer Cargo Box 38" W x 21" D x 10" H Not on contract / Open market price / MSRP $1,760.51	1,354.7200	Y	1,354.72
1.00	STOR01261 / INV-BOX-ACC-SLIDE-38	Slide Out Tray For Mouinting On Top Of INV-BOX-SD-3821 Boxes Not on contract / Open market price / MSRP $930.09	715.7200	Y	715.72
2.00	DOME00055 / EBSDL0002-D	Cargo Area Dome Light - 3" Round, Dual Color - Red/White Contract price of 50% off Sound Off MSRP of $119.00	59.5000	Y	119.00
1.00	VACC01661 / AEP-SW-DOME3	Cargo Area Dome Light Color Select Switch, On-Off-On Contract price of 35% off Patrol Power MSRP of $28.00	18.2000	Y	18.20
1.00	VACC00885 / Graphics	Graphics Kit / As Per San Luis PD Specs Not on contract / Open market price	599.9900	Y	599.99
1.00	GRAP90001 / Graphics	Graphics Installation Not on contract / Open market price	375.0000	N	375.00
1.00	TINT90001 / Window Tint	Window Tinting / Front Doors 35% Rear Doors and Window 5%	225.0000	N	225.00
1.00	BKRT00092 / PIU20-EQUIP-001	Electronics Mounting Plate SOS, DRV 1/4 Panel, 20+ Utility	95.5500	Y	95.55

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2025 PI-SUV / Full Patrol / bluePRIN		SAN10606	BPY	Sep 20, 2024		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	White	Yavapai County Contract # 2018-346

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Contract price of 35% off Patrol Power MSDRP of $147.00			
1.00	PATC00287 / FT-F01-SOB5-PRI-02	bluePRINT 500 w/3-Wire, Primary Harness, 2020+ Utility Contract price of 35% off Patrol Power MSDRP of $2,976.00	1,934.4000	Y	1,934.40
1.00	PATC00291 / FT-F01-SOB5-UND-02	bluePRINT 500 w/3-Wire, Underhood Harness, 2020+ Utility Contract price of 35% off Patrol Power MSDRP of $393.00	255.4500	Y	255.45
1.00	PATC00288 / FT-UNV-SOB5-BUM-02	bluePRINT 500 w/3-Wire, 4-Light Bumper Harness, Universal Contract price of 35% off Patrol Power MSDRP of $222.00	144.3000	Y	144.30
1.00	PATC00289 / FT-UNV-SOB5-SPK-01	bluePRINT 500 w/3-Wire, Speaker Harness, Universal Contract price of 35% off Patrol Power MSDRP of $45.00	29.2500	Y	29.25
2.00	VACC02904 / FT-UNV-SOB5-3WR-02	bluePRINT 500 w/3-Wire, Extension, No Connector 36" Universa Contract price of 35% off Patrol Power MSDRP of $48.00	31.2000	Y	62.40
1.00	PATC00292 / FT-F01-SOB5-LFT-01	bluePRINT 500 w/3-Wire, Liftgate Harness, 2020+ Utility Contract price of 35% off Patrol Power MSDRP of $345.00	224.2500	Y	224.25

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2025 PI-SUV / Full Patrol / bluePRIN		SAN10606	BPY	Sep 20, 2024		NET30

Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	White	Yavapai County Contract # 2018-346

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	PATC00294 / FT-F01-SOB5-SPO-02	bluePRINT 500 w/3-Wire, 2-Light Spoiler Harness, 2020+ Util Contract price of 35% off Patrol Power MSDRP of $168.00	109.2000	Y	109.20
1.00	PATC00323 / FT-F01-SOB5-OEM-02	Ford Utility Tail Light Interface with Diode Protection Contract price of 35% off Patrol Power MSDRP of $142.50	92.6300	Y	92.63
1.00	VACC02945 / B00FSYBKPM	StarTech.com 3 ft Panel Mount USB Cable B to B - F/M - Panel Not on contract / Open market price	14.9900	Y	14.99
1.00	INST05440 / AEP-Misc	Shop Supplies	125.0000	Y	125.00
50.00	LABO90001 / AEP INSTALL	Labor Charges to Install All Above Emergency Equipment EVT-Certified Technician Labor Labor Adjustment from 60 hours to 50 hours for FasTeck system	85.0000	N	4,250.00
5.00	LABO90001 / AEP INSTALL	Labor Charges to Install Radar System EVT-Certified Technician Labor	85.0000	N	425.00
5.00	LABO90001 / AEP INSTALL	Labor Charges to Install Customer Supplied Radio EVT-Certified Technician Labor	85.0000	N	425.00

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Year	Make	Model	Color	State Contract #
2025	Ford	PI-SUV	White	Yavapai County Contract # 2018-346

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Shipping		N	750.00
		*** Customer Supplied Equipment ***			
1.00	INST05685 / CSM	Motorola APX 6500 Remote Head Radio Kit	0.0000	N	0.00
3.00	INST05685 / CSM	NMOKHFUC Coax Cable	0.0000	N	0.00
2.00	INST05685 / CSM	RFT-1202-2T TNC Male RG58 Connector	0.0000	N	0.00
1.00	INST05685 / CSM	081-115BK-1000 Mini UHF RG58 Connector	0.0000	N	0.00
1.00	INST05685 / CSM	BMLPVMB / LTE Antenna	0.0000	N	0.00
1.00	INST05685 / CSM	GPS-NMO Low Profile GPS Antenna	0.0000	N	0.00
1.00	INST05685 / CSM	BMAX7633S 760-870 MHz Antenna	0.0000	N	0.00

Thank you for the opportunity to earn your business

Terms & Conditions:

- **ESTIMATES VALID FOR 30 DAYS**
- Orders will be invoiced upon notification of completion
- Returns subject to 25% restocking fee. No returns on special order items.
- Credit Card payments accepted for payments of orders/invoicing totaling $10,000 or less only.

SIGNATURE (not required if PO/contract is issued) _____

Parts	**23,108.85**
Labor / Services	**5,475.00**
Trans / Trip / Fee	**0.00**
Shipping	**750.00**
Order Discount	**0.00**
Subtotal	**29,333.85**
Total sales tax	**1,968.01**
Total order	**31,301.86**

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/09/2024

Department Head: Roula Encinas, Director of Finance, Finance Department

Submitted By: Roula Encinas, Director of Finance, Finance Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2335. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, a Municipal Corporation of Arizona, to authorize the non-binding debt authorization for a Clean Water State Revolving Fund Loan and Grant (forgivable principal) from the Water Infrastructure Finance Authority (WIFA). **(Roula Encinas, Director of Finance)**

SUMMARY:

Resolution No. 2335 authorizes staff to apply for a loan from the Water Infrastructure Finance Authority of Arizona ("WIFA") through the Clean Water State Revolving Fund program.
The Clean Water State Revolving Fund program helps public and private water systems across Arizona meet the objectives of the Federal Safe Clean Water Act by providing a permanent, independent source of low-cost financing. Under the Clean Water State Revolving Fund, WIFA provides various types of assistance, including loans, technical assistance, and forgivable principal. The loan terms vary and may include an interest rate discount and repayment periods of up to 30 years. However, the repayment period cannot exceed the useful life of the infrastructure financed. For example, if a project has a maximum useful life of 15 years, the loan term cannot exceed 15 years. WIFA tailors all loan terms to the borrower's situation and needs.

An administrative resolution is required by WIFA that will authorize the City to apply for the Clean Water State Revolving Fund financial assistance from WIFA for City wastewater projects. After the adoption of this resolution, the City will apply for financial assistance from WIFA, and if matters proceed satisfactorily for the City and WIFA, WIFA will prepare a loan agreement to be entered into by and between the City and WIFA for such financial assistance. The form of such a loan agreement would be approved at a subsequent City Council meeting. The final terms of a loan agreement would be known later in the process but would include a federally subsidized interest rate that could result in lower interest costs to the City and could include what WIFA calls “forgivable principal,” which functions essentially like a grant.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2335.

Fiscal Impact

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

TOTAL:	TBD
BUDGETED AMOUNT:	TBD
AVAILABLE AMOUNT TO TRANSFER:	TBD
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	TBD

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

To be determined

Attachments

Resolution No. 2335

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

No. 2335

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, A MUNICIPAL CORPORATION OF ARIZONA, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA

WHEREAS, the City of San Luis, Arizona, has identified a need for clean water capital improvement projects; and

WHEREAS, pursuant to Sections 9-521 through 540, Arizona Revised Statutes, and specifically Section 9-571, Arizona Revised Statutes, such City may obligate the revenues generated by its utility systems to repay a loan from the Water Infrastructure Finance Authority of Arizona ("WIFA"); and

WHEREAS, such City certifies that the population of the community is under 150,000 in population as of the most recent U.S. Census Date; and

WHEREAS, it is in the best interest of such City to pursue and apply for financial assistance from WIFA in an amount not to exceed $32,000,000 for such clean water capital improvement projects; and

WHEREAS, the population of such City at the time of this request is less than 150,000, which meets the requirement under Section 9-571, Arizona Revised Statutes;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Luis, as follows:

Section 1. The Acting City Manager and Director of Finance of such City or their designees are hereby authorized to apply for Clean Water State Revolving Fund financial assistance from WIFA.

Section 2. The Acting City Manager and Director of Finance of such City or their designees are hereby authorized to take such actions as are necessary to apply for financial assistance in an amount not to exceed $32,000,000 payable from revenues of the utility systems of such City and/or other designated revenues as designated by such City to be described in the loan agreement evidencing the loan from WIFA.

Section 3. All actions of the officers and agents of such City which conform to the purposes and intent of this resolution and which further the completion of the application as contemplated by this resolution, whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of such City are hereby authorized and directed to do all such acts and things and to execute and deliver all such application documents on behalf of such City as may be necessary to carry out the terms and intent of 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 October 2024.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

_____
Kay Marion Macuil, City Attorney

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **6. F.**

Meeting Date: 10/09/2024

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Associate Planner, Development Services, Planning & Zoning

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding Subdivision Case No. 2024-0206F - Los Mezquites Unit 4 Subdivision; a request by Edais Engineering Inc., on behalf of Riedel Holdings LLC, for the approval of Los Mezquites Unit 4 final plat, located at the southeast corner of San Luis Lane and 24th Avenue in San Luis, Arizona. **(Jose A. Guzman, Director of Development Services)**

SUMMARY:

This subdivision will contain approximately 74.81 acres and will consist of 267 residential lots. The residential lots range in size from approximately 6,000 square feet to 10,500 square feet, and one (1) large lot containing approximately 11.83 acres designated for future Los Mezquites Unit 5 development. Assessor's Parcel Number 227-11-004.

GENERAL PLAN:

City Council approved Major Amendment Case No. 2021-0340, changing the land use designation to Medium Density Residential (MDR). The Major Amendment allowed the applicant to rezone the property to R1-6.

REZONING:

The City of San Luis City Council approved, on January 12, 2022, Rezoning Case No. 2021-0639/ Ordinance No. 423 rezoning 186 acres to Medium Density Residential (R1-6). The Rezoning was approved with the following conditions:

1. Developer must comply with all provisions and conditions of the development agreement approved by Resolution No. 2204.
2. That any development of the property, or a portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of $260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.
3. Development must comply with Public Works Standards as approved by City Council during the Final Plat. Updated Public Works Standards to include right-of-way requirements, pavement thickness, and other applicable standards.
4. Developer, on behalf of itself, its heirs, successors, and assigns agrees to transfer a strip of land 30 feet wide all along the Detention Center property. Title to said property shall vest to the San Luis Facility Development Corporation in fee simple free and clear of all liens and encumbrances.

DEVELOPMENT AGREEMENT:

A development agreement was approved by Resolution No. 2204, the term of the development agreement is for five (5) years. The development agreement approved includes the following conditions:

- Dedication of Right of Way. At present time owners shall dedicate appropriate right-of-way to the City along County 23 ½ Street and Avenue D ½ alignments in accordance with the updated standards for right-of-way as provided by the Public Works Department. Dedication of right of way on County 24th shall be 62 feet from the center of alignment and 130 feet within 300 feet of the intersection. Dedication of said right-of-way shall occur at such time and in such manner as required by the City in its sole discretion.
- Development of Improvements. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within the Rezoning Case No. 2021-0693 is developed, public improvements, including but not limited to streets, roads, retention basins, utility extensions, utility mains, including pumping stations, lift stations, force mains, traffic signalization, and other off-site public improvements will be made pursuant to City standards as may be required by the Public Works Director of City in his sole discretion. The location of such improvements and/or its development is not confined to the lot being developed but rather may be located on any portion of the entire Property that is the subject of this agreement.
- The owner agrees to make such dedications of property as may be needed or necessary for such development at the discretion of the Public Works Director. Such dedications and the development of such improvements as described above shall be a condition of the issuance of any building permit(s) or other use permit(s) for the development of any such lot or portion of such lot.
- Street Lights. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within Rezoning Case No. 2021-0693 is developed, the Public Works Director may require, in his sole discretion, that the development of streetlights in the public right-of-way is needed or desired, the development of such street lighting in the manner and at the locations as may be determined by the Public Works Director, in his sole discretion, shall be a condition of the issuance of building permit(s) or other use permit(s) for the development of any such lot.
- Residential Development. The developer is requesting Rezoning Case No. 2021-0693 to change Assessor Parcel Number 227-11-004 and portion of parcel 227-11-005 to Medium Density Residential (R1-6) to allow for single-family development. At such time as any portion of the property is developed with single-family homes, the development will be of lots no less in size of 6,000 square feet, amending the lot size requirement and removing the minimum home size on Resolution No. 933.
- Traffic Light Contribution. Any development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of $260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.
- Waste Water Treatment Plant. The developer agrees to execute, record, and deliver such agreements, easements, and/or covenants, conditions, and restrictions that run with the land which is the subject of this development agreement for the benefit of the City of San Luis that will allow the real property of Developer that is the subject of this agreement to be used for fumes or odors from its wastewater treatment operations located at 358 N. Avenue D, and to waive any claims for any damages that might arise from wastewater treatment operations, whatsoever, and agree to indemnify and hold the City of San Luis and its officers, agents, and employees harmless from any and all claims, whatsoever, known or unknown, emanating from wastewater treatment operations including, but not limited to, claims arising from fumes or odors.
- Land Dedication for Park. The owner wishes to donate to the city, and the city agrees to accept from the Owner certain land within the Property, containing five (5) gross acres of buildable land in addition to the open space requirement. The owner agrees to convey to the City by executing a Deed, free and clear of all liens and encumbrances.
- Covenants, Conditions, and Restrictions. For any lot developed or to be developed as other than residential development, the Owner shall record a covenant, condition, and restriction to run with the land prohibiting the development and use of the property as a school, public or private, of any kind nature, or description.
- Special Taxing Districts. The owner agrees to agree to the formation of a street lighting improvement district, a community facilities district, and any enhanced municipal district needed.
- Regulations. The terms of this Agreement are in addition to City codes, rules, fees, and

regulations that are applicable to this action.

- Buffer. The developer agrees to build an 8-foot cmu wall along the entire property line along the Detention Center and the East Waste Water Treatment Plant. Including as a buffer, a 30 feet wide green area, and the residential street, totaling 82 feet.

SUMMARY OF CONDITIONS:

Roadway Improvements: The Development Agreement specifies that the developer is responsible for constructing public improvements, including traffic signal installations, as required by the City. A traffic impact study was conducted by Nicklaus Engineering Inc, to determine the impact of the development and the required roadway improvements. The Developer was required to install all roadway improvements as specified in the original traffic study. Subject to the payback provisions of the City Code.

- Condition: The original requirement will remain, this condition will be added to ensure conditions are more clear. Roadway requirements as listed in Page 32, Section 8.A. will be required to be constructed by the developer as part of Los Mezquites Unit 4. All improvements will be subject to a payback agreement as outlined in Section 15.10.130(C) of the City Code, with funds collected and disbursed to the Developer prior to any additional development by involved parties.

Pledgehold Agreement: The current pledgehold agreement was established to provide assurances for the required traffic lights. The land for Los Mezquites Unit 4 was place as collateral for assurances for the construction of the required traffic lights.

- Condition: As the land for Mezquites Unit 4 was previously pledged for the construction of the traffic signals, the Developer will be required to provide new financial assurances covering the full cost of all required traffic signals before recording the final plat of Los Mezquites Unit 4, replacing the previous land pledge.

Odor Easement and Waiver:

- Condition: An odor easement and waiver will be executed by the Developer and recorded on the final plat, acknowledging the development's proximity to the Waste Water Treatment Plant and waiving any related odor claims.

Odor Control System:

- Condition: Installation of a new odor control system for the lift station within the East Waste Water Treatment Plant property. The Developer will install the system and provide financial assurances before recording the final plat. Contributions will be based on flow contributions as outlined in the Engineer Design Report.

REQUEST FOR SPECIAL STREET NAMES:

The applicant has made a request to name three of the streets being: Papo Neblina Avenue, Concha Avenue and Leon Avenue as seen on the attached plat and applicants request. As per City of San Luis Roadway Naming and Addressing Policy, Section 2.7, as adopted by Resolution No. 2016, City Council approves subdivision street names through the subdivision process, and roadway names become final upon recording of the final plat.

STAFF RECOMMENDATION:

The applicant has provided the information and materials necessary for the review of the Final Plat for Los Mezquites Unit 4 Subdivision.

Staff recommends approval of Subdivision Case No. 2024-0206F with the following conditions:

1. Developer must comply with all provisions and conditions of the development agreement approved by Resolution No. 2204 and any amendments.
2. Developer must comply with all provisions and conditions of Ordinance No. 423, codified at San Luis City Code Section 15.10.130(C) and (D).
3. The Developer shall complete all roadway improvements as specified on page 32, Section 8.A of

the “Los Mezquites Subdivision and Von Verde Development LLC” Traffic Impact Study, prepared by Nicklaus Engineering, Inc., dated January 2022. All improvements shall be subject to a payback agreement as outlined in Section 15.10.130(C) of the City Code.

4. Since the land for Mezquites Unit 4 was originally pledged under Resolution No. 2222 for the construction of traffic signals, the Developer shall provide new financial assurances for all required traffic signals and roadway improvements prior to the recordation of the final plat for the Los Mezquites Unit 4 Subdivision.
5. The Developer is required to install a new odor control system for the lift station serving this development, located within the East Waste Water Treatment Plant property. The Developer must provide appropriate financial assurances for the odor control system prior to the recording of the final plat for Los Mezquites Unit 4. Contributions for the odor control system shall be distributed based on flow contributions, as detailed in the Engineer Design Report.
6. The Developer shall sign an odor easement and waiver, which will be established on the final plat for Los Mezquites Unit 4.
7. The Developer has voluntarily offered to install recreational amenities in a street-level area within the subdivision. In the absence of current City standards for such amenities, the Developer will ensure that the installed amenities align with future City requirements.
8. The 5 acres of land originally designated as parkland will be changed from park to a buffer area for the wastewater treatment plant.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE SUBDIVISION CASE NO. 2024-0206F WITH CONDITIONS AS PRESENTED BY STAFF.

Fiscal Impact

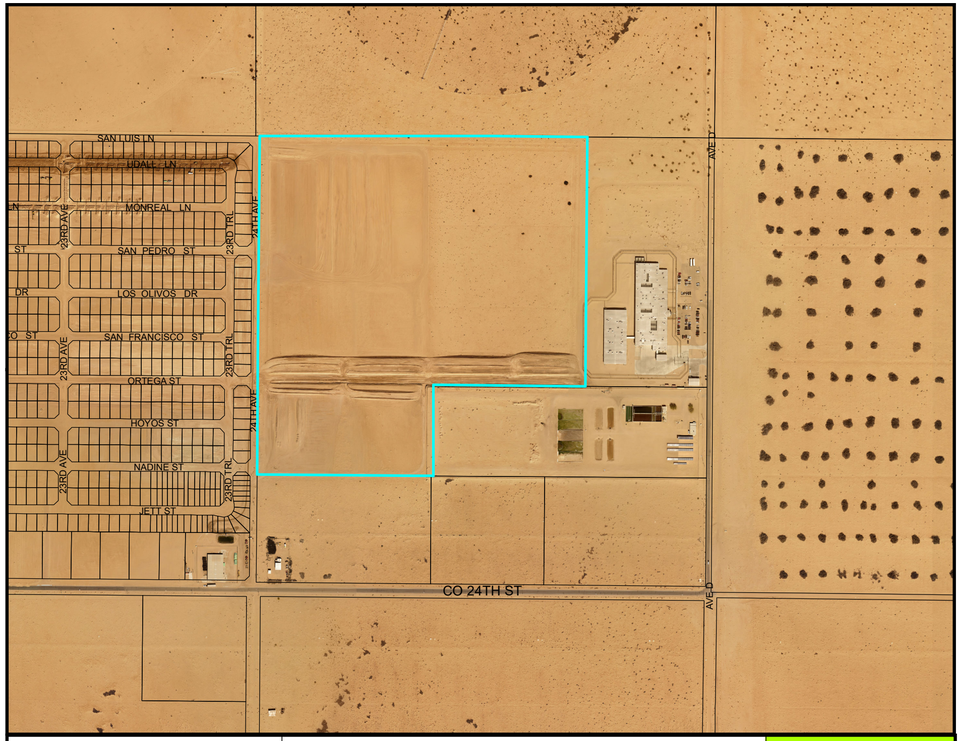
IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NA
CITY/STATE/FEDERAL FUNDS:	NA
TOTAL:	NA
BUDGETED AMOUNT:	NA
AVAILABLE AMOUNT TO TRANSFER:	NA
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	NA

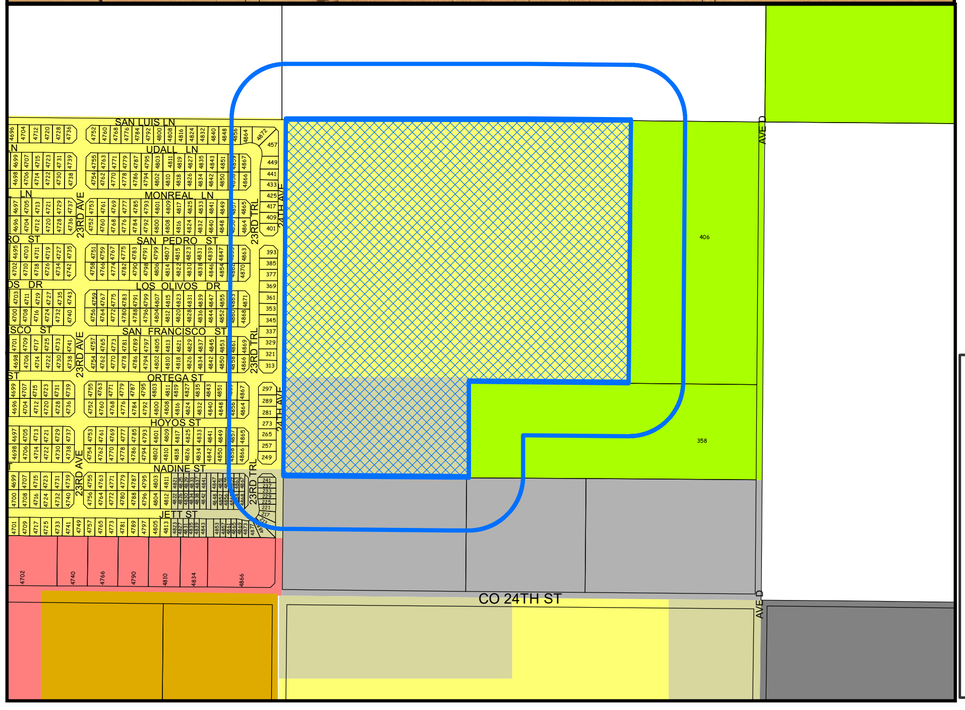
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

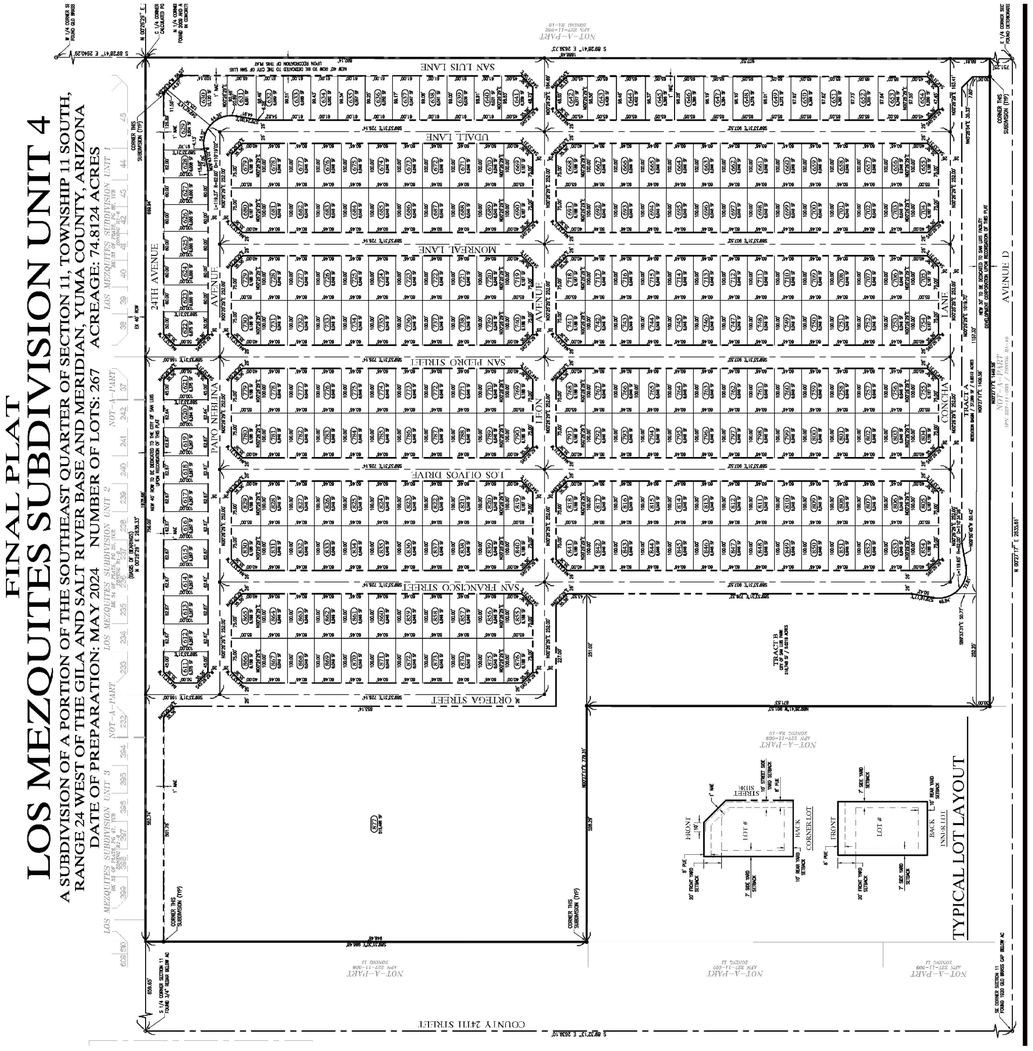
NA

Attachments

Meeting Exhibit
Location Map
Final Plat
Street Name Change Request
Ordinance No. 423
Resolution No. 2204 - Los Mezquites Development Agreement
Resolution No. 2222 - Pledgehold Agreement
Traffic Impact Study Roadway Improvements
Section 15.10.130 (C) Payback agreements







SUBDIVISION

COMMERCIAL ZONING DISTRICTS
- C-2

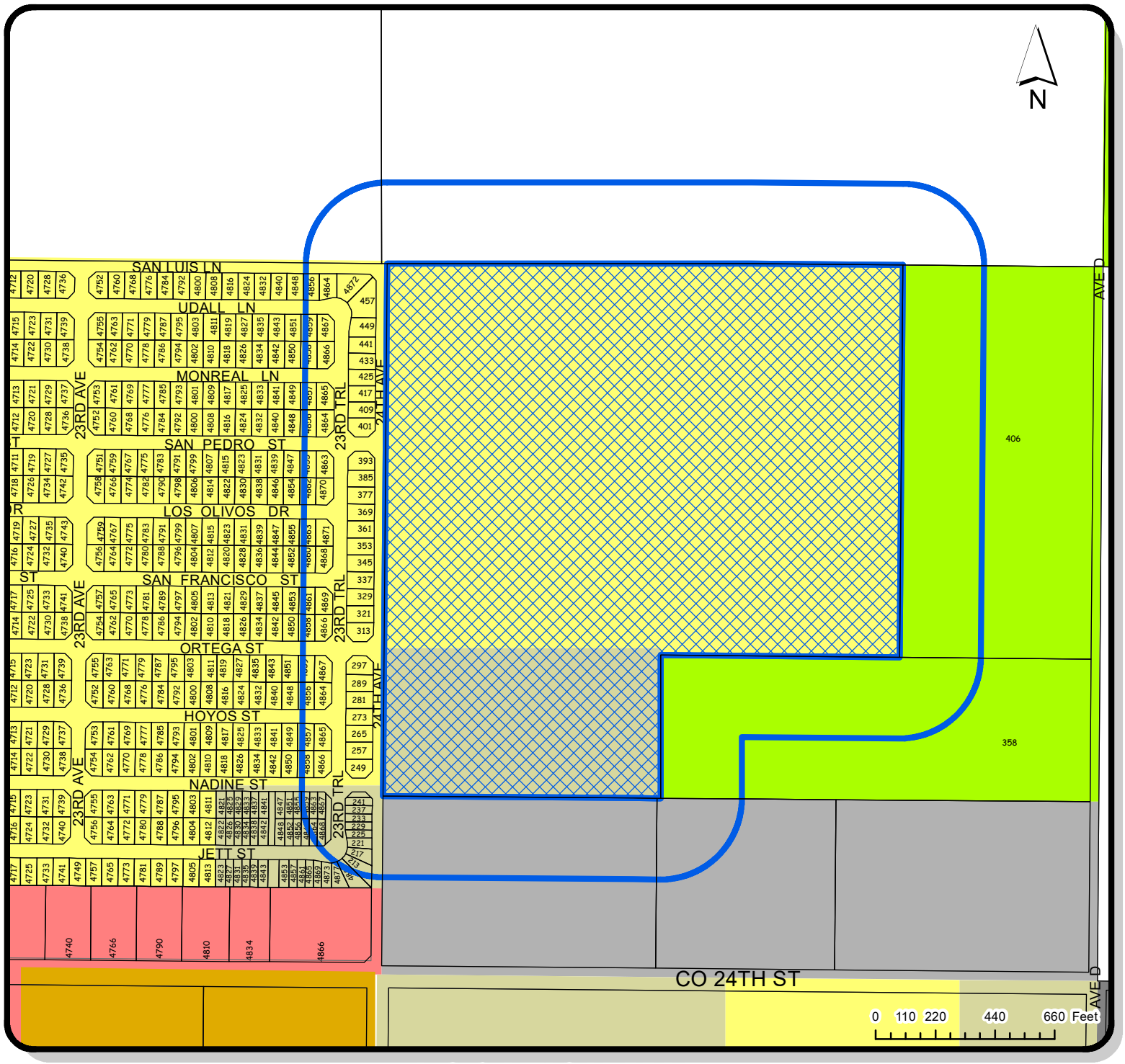
SINGLE RESIDENCE ZONING DISTRICTS
- RA-10
- R1-6

MULTIPLE RESIDENCE ZONING DISTRICTS
- R-2
- R-3

INDUSTRIAL ZONING DISTRICTS
- LI
- HI

- Location of Subject Property
- 300ft Notification Buffer
- Location of Subject Property on Aerial

CASE# 2024-0206F



LOCATION MAP

LOCATION OF SUBJECT PROPERTY

PARCEL ID: 227-11-004

Legend

SINGLE RESIDENCE ZONING DISTRICTS
R1-6
RA-10

MULTIPLE RESIDENCE ZONING DISTRICTS
R-2
R-3

COMMERCIAL ZONING DISTRICTS
C-2

INDUSTRIAL ZONING DISTRICTS
LI

SUBDIVISION

CASE #
2024-0206F

DATE:
4/18/2024

PLANNING & ZONING

GIS

CREATED BY:
ISAAC GUTIERREZ

CHECKED BY:
JUAN TEJEDA

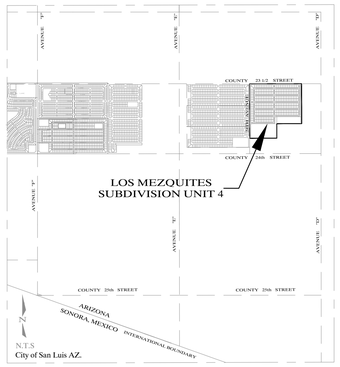
APPROVED BY:
JOSE A. GUZMAN

FINAL PLAT

LOS MEZQUITES SUBDIVISION UNIT 4

A SUBDIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA

DATE OF PREPARATION: MAY 2024 NUMBER OF LOTS: 267 ACREAGE: 74.8124 ACRES



VICINITY MAP

DEDICATION

STATE OF ARIZONA }
COUNTY OF YUMA } SS

KNOW ALL MEN BY THESE PRESENTS:
THAT RIEDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA & SALT RIVER BASE & MERIDIAN, YUMA COUNTY, ARIZONA AS PLATTED HEREON TO BE SUBDIVIDED INTO LOTS, STREETS AND TRACTS UNDER THE NAME OF "LOS MEZQUITES SUBDIVISION UNIT 4" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND TRACTS CONSTITUTING SAID "LOS MEZQUITES SUBDIVISION UNIT 4" AND THAT THE LOTS SHALL BE KNOWN BY THE NUMBER, THE STREETS BY THE NAME AND THE TRACTS BY THE LETTER GIVEN EACH RESPECTIVELY ON SAID PLAT; AND THAT RIEDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY DEDICATES THE STREETS TO THE PUBLIC FOR ITS USE AND BENEFIT. TRACT A IS DEDICATED TO THE CITY OF SAN LUIS FOR STORM WATER RETENTION PURPOSES, TRACT B IS DEDICATED TO THE CITY OF SAN LUIS FOR A PARK. THE EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN HEREON, AND AS SET FORTH IN THE DECLARATION OF RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED CONCURRENTLY HEREWITH. A THREE FOOT NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FROM THE FURTHER PROJECTION ON ANY SIDE OF ALL FIRE HYDRANTS; A TWELVE INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT AROUND WATER METERS; AND 24 INCH NON-CONSTRUCTION AND NO OBSTRUCTION EASEMENT FOR STREET LIGHTS IS HEREBY GRANTED.

IN WITNESS WHEREOF RIEDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS CAUSED ITS COMPANY NAME TO BE SIGNED AND ITS COMPANY SEAL TO BE AFFIXED AS ATTESTED BY THE SIGNATURE OF NIEVES GARCIA RIEDEL, ITS MEMBER, THEREUNTO DULY AUTHORIZED ON THIS_____DAY OF _____, 2024

_____
NIEVES GARCIA RIEDEL, MEMBER
RIEDEL HOLDINGS, LLC AN ARIZONA LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF YUMA } SS

ON THIS_____DAY OF _____, 2024 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED NIEVES GARCIA RIEDEL, WHO ACKNOWLEDGED HERSELF TO BE MEMBER OF RIEDEL HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THAT SHE, AS SUCH OFFICER BEING DULY AUTHORIZED TO DO SO, EXECUTED THE DEDICATION INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY SIGNING THE NAME OF SAID COMPANY BY HERSELF AS SUCH OFFICER.

IN WITNESS WHEREOF

I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES

APPROVED

STATE OF ARIZONA }
COUNTY OF YUMA } SS

THIS SUBDIVISION AS PLATTED HEREON HAS BEEN APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA.

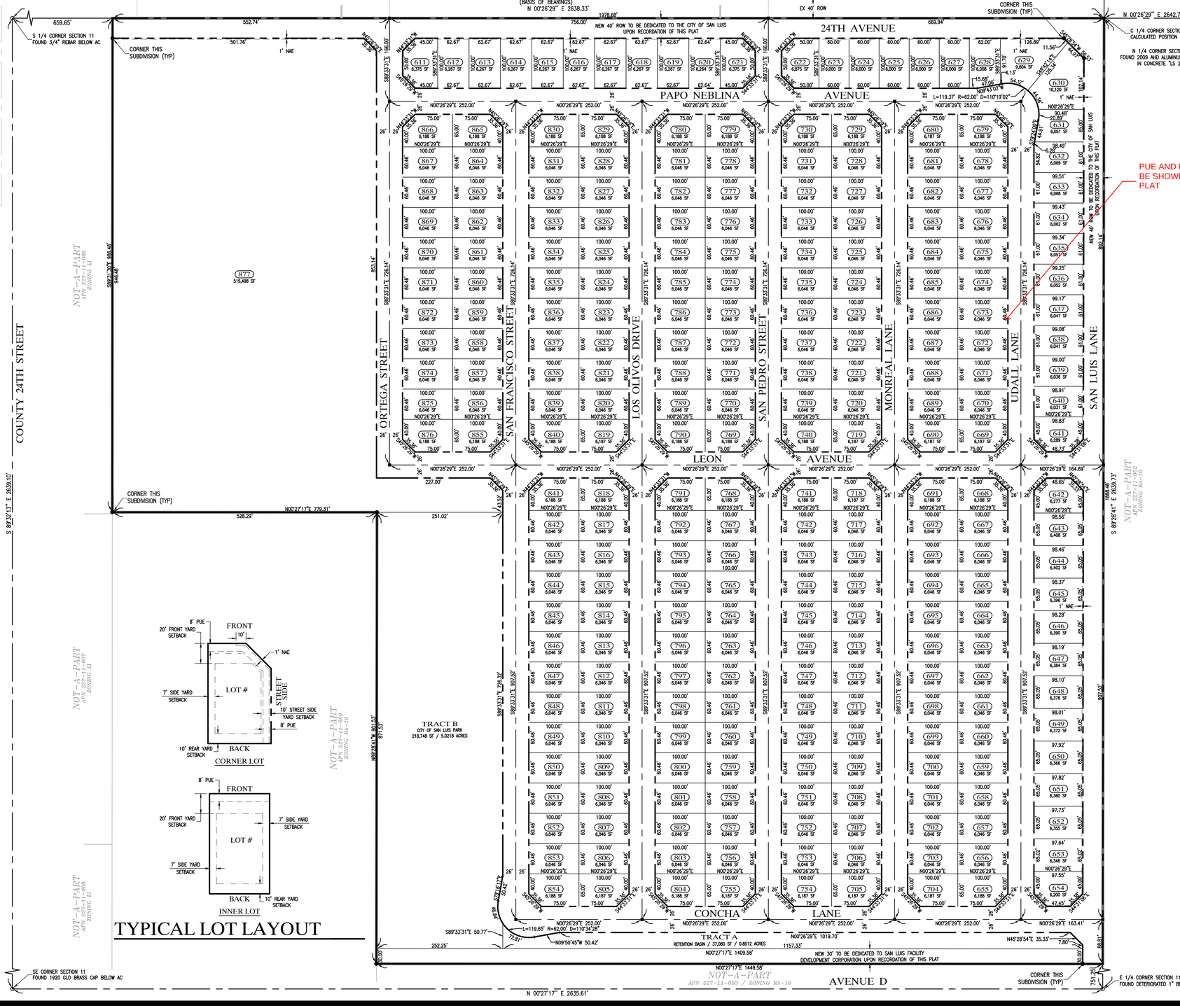
_____ DATE
VICE MAYOR

_____ DATE
CITY MANAGER

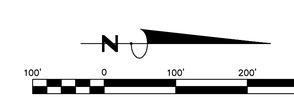
_____ DATE
DIRECTOR OF DEVELOPMENT SERVICES

_____ DATE
CITY ENGINEER

_____ DATE
CITY PUBLIC WORKS DIRECTOR



TYPICAL LOT LAYOUT



LEGEND

- CENTERLINE / SECTION LINE
- SUBDIVISION BOUNDARY
- RIGHT OF WAY LINE
- SETBACK LINE
- EASEMENT LINE (TYPE AS SHOWN)
- (700) NEW LOT NUMBER
- 6,000 SF NEW LOT AREA IN SQUARE FEET
- ■ NEW STREET MONUMENT PER CITY OF YUMA STD No. 4-030
- ● NEW BOUNDARY MONUMENT PER CITY OF YUMA STD No. 4-015
- ○ EXISTING MONUMENT (TYPE AS NOTED)
- ROW RIGHT OF WAY
- NAE NON ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- APN ASSESSOR'S PARCEL NUMBER
- BK BK
- DKT DOCKET
- PG PAGE
- YCR YUMA COUNTY RECORDS
- AHD ARIZONA HIGHWAY DEPARTMENT
- GLO GENERAL LAND OFFICE

BASIS OF BEARINGS

THE MID-SECTION LINE OF SECTION 11, T11S, R24W, G&SRB&M, YUMA COUNTY, ARIZONA, AS SHOWN ON DKT 1848, PG 711, YCR.
BEARING: N 00°26'29" E

ZONING

R1-6 MEDIUM DENSITY RESIDENTIAL

OWNER/DEVELOPER

RIEDEL HOLDINGS, LLC
P.O. BOX 1649
SAN LUIS, AZ 85349
(928) 627-8593

RESTRICTIVE COVENANTS

HAVE BEEN RECORDED CONCURRENTLY AND ARE A PART OF THIS PLAT

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LAND SURVEYOR LISTED ON THE ROSTER OF ACTIVE REGISTRANTS BY THE STATE BOARD OF TECHNICAL REGISTRATION OF ARIZONA AND THAT THIS MAP CONSISTING OF ONE (1) SHEET CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.



JUAN N. LOMELI RLS No. 22767

PREPARED BY :

EDAIS Engineering, Inc.
3075 S. Ave. 4E Yuma, Arizona 85365
(928) 344-3566 FAX (928) 341-1075
EMAIL: najeh@Edaisgroup.com

SHEET 1 OF 1

Z:\Civil2023\23277\drawings\23277 LAM Final Plat Rev1.dwg

RIEDEL CONSTRUCTION

1964 CESAR CHAVEZ BLVD., SUITE 2
P O BOX 1649, SAN LUIS, AZ 85336

May 22, 2024

City of San Luis

1090 E Union Street

San Luis AZ 85349

To Whom It May Concern:

This letter is written to bring attention to a matter close to my heart: honoring the remarkable contributions of Leobardo "Papo" Neblina to our community and recognizing the achievements of two deserving young entrepreneurs.

Leobardo "Papo" Neblina was more than just a member of our community; he was a beacon of inspiration and talent. From a young age, he dedicated his life to promoting musical talent in San Luis, Arizona. Born to hard-working parents, "Papo" was a product of this community, and his passion for music was evident from the start. As a charismatic and dedicated individual, he not only nurtured his own talent but also instilled a love for music in countless others, leaving an indelible mark on his former students. Despite opportunities to travel the world, he chose to remain in San Luis, sowing the seeds of music that continue to flourish in the many musicians he inspired. Now, it's our turn as a community to show our gratitude and honor his legacy by naming a street in his honor.

In addition to honoring Leobardo "Papo" Neblina, I also wish to recognize two outstanding young entrepreneurs from our community. These individuals have exemplified the values of hard work, dedication, and commitment, demonstrating that their efforts can yield significant benefits for our community as a whole. Their achievements serve as a shining example for future generations, inspiring them to pursue their goals with determination and perseverance.

I believe that by naming streets after these remarkable individuals, I not only pay tribute to their contributions but also inspire others to follow in their footsteps.

Proposed Street Names:

"Papo Neblina Ave"

"Concha Lane"

"Leon Ave"

Please feel free to reach out if you have any questions or concerns regarding this petition.

Thank you for your attention to this matter.

Nieves G Riedel

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Ordinance

NO. 423

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF 186.84 ACRES FROM MEDIUM HIGH DENSITY RESIDENTIAL (R-2), HIGH DENSITY RESIDENTIAL (R-3), COMMUNITY COMMERCIAL (C-2) AND LIGHT INDUSTRIAL (L-I) TO MEDIUM DENSITY RESIDENTIAL (R1-6) FOR PROPERTY LOCATED ON THE SOUTHEAST CORNER OF AVENUE E AND COUNTY 23-1/2 STREET; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification for 186.84 acres of real property located on Assessor Parcels ID No. 227-11-004 and a portion of 227-11-005; as attached hereto as "Exhibit A" and

WHEREAS, the aforementioned change in zoning classification is consistent with the General Plan of the City of San Luis; and

WHEREAS, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis; and

WHEREAS, the Planning and Zoning Commission recommended approval of the zoning.

BE IT ORDAINED by the Mayor and Council of the City of San Luis, Arizona, as follows:

SECTION 1. That the above recitals are hereby incorporated as though fully set forth herein.

SECTION 2. That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification from Medium High Density Residential (R-2) High

Density Residential (R-3), Community Commercial (C-2) and Light Industrial (L-I) to Medium Density Residential (R1-6) of the property subject to the following conditions:

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

2. That any development of the property, or a portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of $260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.

3. Development must comply with Public Works Standards as approved by City Council during the Final Plat. Updated Public Works Standards to include right-of-way requirements, pavement width and other applicable standards.

4. Developer, on behalf of itself, its heirs, successors, and assigns, agrees to transfer a strip of land 30 feet wide all along the Detention Center property. Title to said property shall vest to the San Luis Facility Development Corporation in fee simple free and clear of all liens and encumbrances.

Property more fully described as:

A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 11;
THENCE: S89°28'51"E, ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 375.00 FEET TO
THE TRUE POINT OF BEGINNING;

THENCE: S89°28'51"E, A DISTANCE OF 4153.57 FEET TO A POINT;
THENCE: S00°27'24"W, A DISTANCE OF 1449.58 FEET TO A POINT;
THENCE: N89°28'51"W, A DISTANCE OF 901.55 FEET TO A POINT;
THENCE: S00°27'17"W, A DISTANCE OF 528.22 FEET TO A POINT;
THENCE: N89°31'14"W, A DISTANCE OF 986.38 FEET TO A POINT;
THENCE: S00°26'29"W, A DISTANCE OF 339.51 FEET TO A POINT;
THENCE: N89°31'55"W, A DISTANCE OF 1319.66 FEET TO A POINT;
THENCE: N00°25'06"E, A DISTANCE OF 414.82 FEET TO A POINT;
THENCE: N89°31'55"W, A DISTANCE OF 955.38 FEET TO A POINT;
THENCE: N00°25'06"E, A DISTANCE OF 1875.19 FEET TO A POINT;
THENCE: S89°28'51"E, A DISTANCE OF 10.85 FEET TO A POINT;
THENCE: N00°25'06"E, A DISTANCE OF 30.00 FEET TO A POINT; THE TRUE POINT OF BEGINNING;

CONTAINING 186.84 ACRES MORE OR LESS

SECTION 3. In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy within the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason 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 ordinance or said reference regulations.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona, this 12th day of January, 2022.

Gerardo Sanchez, Mayor

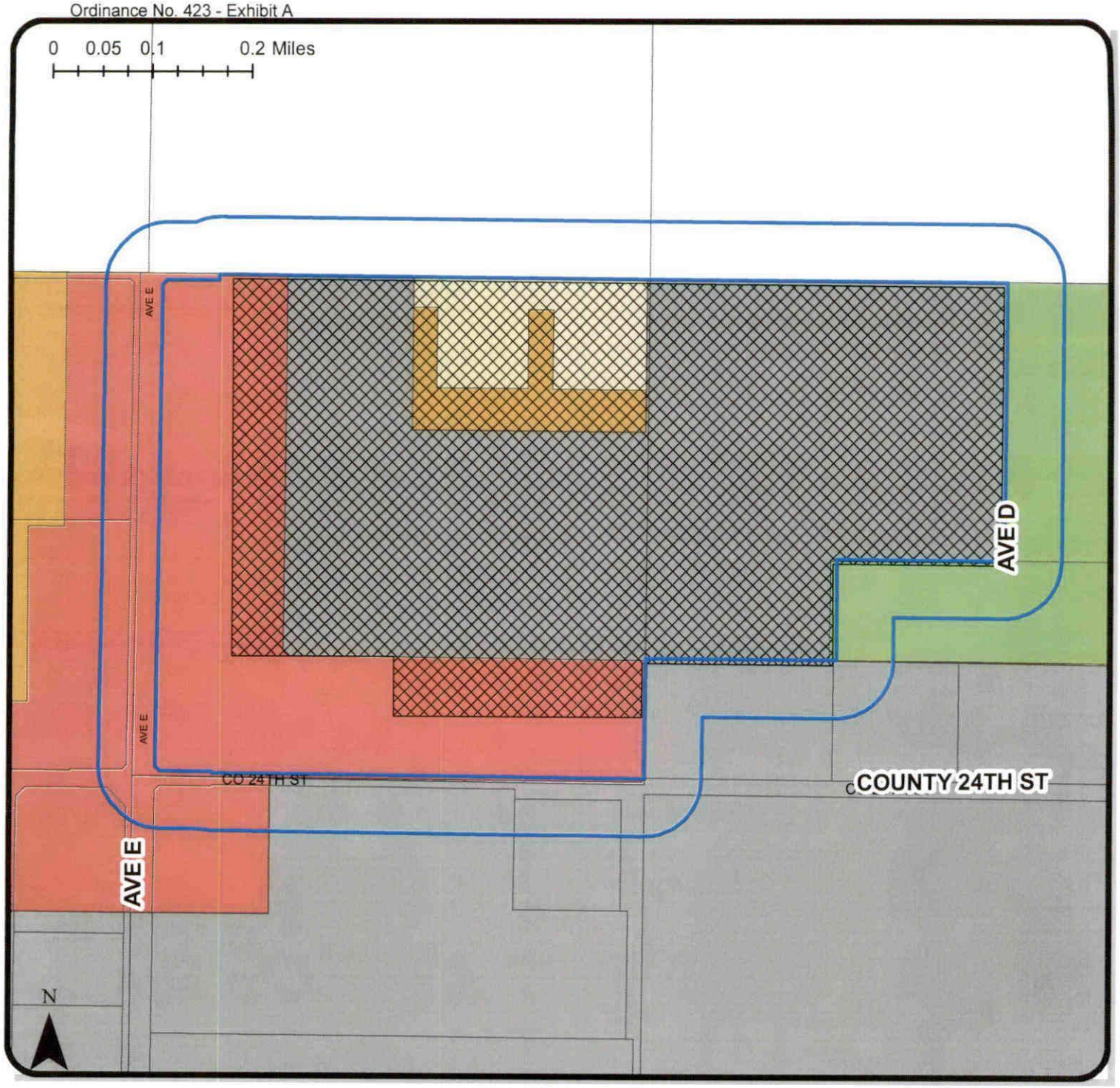
ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Ordinance No. 423 - Exhibit A



LOCATION MAP

LOCATION OF SUBJECT PROPERTY

Parcel 227-11-004 & 227-11-005

Rezone from LI, C2, R2, R3 to R1-6.

300ft Notification Area

ZONING
COMMERCIAL ZONING DISTRICTS
C-2
INDUSTRIAL ZONING DISTRICTS
LI
HI
MULTIPLE RESIDENCE ZONING DISTRICTS
R-2
R-3
SINGLE RESIDENCE ZONING DISTRICTS
RA-10

Rezoning

CASE #
2021-0693

DATE: 11/15/2021	**PLANNING & ZONING** CITY OF SAN LUIS, AZ. INC. 1979 GIS	**CREATED BY:** ISAAC GUTIERREZ
CHECKED BY: ROMAN PACHECO		**APPROVED BY:** JOSE A. GUZMAN

2021-47097 RESOLUTION
12/22/2021 09:51:20 AM Pages: 13 Fees: $15.00
Requested By:CITY OF SAN LUIS
Recorded By: arios
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349

The above area is to be reserved for recording information

****

CAPTION HEADING:

Resolution
Resolution No. 2204
Riedel Holdings, L.L.C.
Los Mezquites Development Agreement

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Resolution

NO. 2204

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO A DEVELOPMENT AGREEMENT DEVELOPMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND RIEDEL HOLDINGS, AZ LLC.

WHEREAS, Nieves Riedel, Riedel Holdings, L.L.C.; Owner, desires to enter into a development agreement for Los Mezquites project to be located in San Luis, Arizona; and

WHEREAS, A.R.S. § 9-500.05 grants power to a municipality to enter into development agreements; and

WHEREAS, the parties desire to enter into such agreement; and

WHEREAS, the applicant and the city staff agreed to all matters in the City's proposed development agreement; and

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

SECTION 1. That the development agreement proposed by the staff of the City of San Luis, Arizona attached hereto as Exhibit "A", is hereby approved;

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 21st day of December 2021.

APPROVED:

Africa Luna-Carrasco, Vice-Mayor

ATTEST:

for Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

LOS MEZQUITES DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of 21st day of December, 2021 ("**Effective Date**") by and between the City of San Luis an Arizona municipal corporation (the "**City**") and Riedel Holdings, AZ LLC, (the "**Owner**"). This Agreement is entered into pursuant to City Resolution Number 2204.

RECITALS

A. WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property that is located in the City; and

B. WHEREAS, Owner, owns real property located in the municipal limits of the City which is legally described on Exhibit 1 (the **"Property")** and is currently being developed for a commercial shopping center ("**Shopping Center**") and residential housing ("**Housing**"), and

C. WHEREAS, Owner has applied for a rezoning and lot split in order to develop the aforementioned Shopping Center and Housing Projects;

D. WHEREAS, A.R.S. § 9-500.05 provides, in part, that a development agreement can provide for the permitted uses of land; the density and intensity of uses; reservation or dedication of land for public purposes; conditions, terms, restrictions and requirements for public infrastructure; conditions, terms, restrictions and requirements relating to the governing body's intent to form a special taxing district pursuant to title 48; and any other matters relating to the development of the property; and

E. WHEREAS, the City and Owner desire to enter into an agreement to provide for the rezoning and the splitting of land and provide for the lands future development; and

F. WHEREAS, the City's governing body has authorized execution of this Agreement by Resolution No. 2204;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

Agreement shall mean this development agreement.

City shall mean and refer to the City of San Luis, an Arizona municipal corporation, and any successor public body or entity.

Owner shall mean and refer to Riedel Holdings LLC, and any successor in ownership.

Property as used in this Agreement shall mean and refer to all of the real Property, which is legally described in Exhibit 1.

ARTICLE 1. DEVELOPMENT PLAN

1.1. Duration of Development Agreement. The term of this Agreement shall be for a period of five (5) years from date of execution.

1.2 Failure of Timely Performance. In the event that either party hereto fails to perform any of its obligations which are set forth in or contemplated by this Agreement in a timely manner, and should such failure not otherwise be excused by agreement of the parties or by the terms of this Agreement, such failure shall be considered to be a breach of this Agreement and the nonbreaching party shall have their respective remedies set forth in Section 5.3 of this Agreement.

1.3.Review Process. The City acknowledges the necessity for expeditious review by the City of all plans and other materials ("**Submitted Materials**") submitted by the Owner to the City hereunder or under any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its reasonable efforts accomplish such an expeditious review of the Submitted Materials whenever possible.

ARTICLE 2. SPECIAL PROVISIONS FOR DEVELOPMENT

2.1 Dedication of Right of Way. At present time Owners shall dedicate appropriate right-of-way to the City along County 23 ½ Street and Avenue D ½ alignments in accordance with the updated standards for right-of-way as provided by Public Works Department. Dedication of right of way on County 24th shall be 62 feet from center of alignment and 130 feet within 300 feet of the intersection. Dedication of said right-of-way shall occur at such time and in such manner as required by the City in its sole discretion.

2.2 Development of Improvements. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within the Rezoning Case No. 2021-0693 is developed, public improvements, including but not limited to streets, roads, retention basins, utility extensions, utility mains, including pumping stations, lift stations, force mains, traffic signalization, and other off-site public improvements will be made pursuant to City standards as may be required by the Public Works Director of City in his sole discretion. The location of such improvements and/or its development is not confined to the lot being developed, but rather may be located on any portion of the entire Property (Exhibit 1) that is the subject of this agreement. Owner agrees to make such

dedications of property as may be needed or necessary for such development in the discretion of the Public Works Director. Such dedications and the development of such improvements as described above shall be a condition of the issuance of any building permit(s) or other use permit(s) for the development of any such lot or portion of such lot.

2.3 Street Lights. At such time that any lot created by City Lot Split Case Number 2021-0387 or any lot within Rezoning Case No. 2021-0693 is developed, the Public Works Director may require, in his sole discretion, that the development of street lights in the public right-of-way is needed or desired, the development of such street lighting in the manner and at the locations as may be determined by the Public Works Director, in his sole discretion, shall be a condition of the issuance of building permit(s) or other use permit(s) for the development of any such lot.

2.4 Residential Development. Developer is requesting Rezoning Case No. 2021-0693 to change Assessor Parcel Number 227-11-004 and portion of parcel 227-11-005 to Medium Density Residential (R1-6) to allow for single-family development. At such time as any portion of the property is developed with single family homes, the development will be of lots no less in size of 6,000 square feet, amending the lot size requirement and removing the minimum home size on Resolution No. 933.

2.5 Traffic Light Contribution. Any development of the property, or portion thereof, and/or the approval of any subdivision plat, be conditioned upon payment to the city the sum of $260.00 per acre, or any portion of an acre, as a proportionate contribution for a traffic signal at the intersection of County 24th Street and Avenue E.

2.6 Waste Water Treatment Plant. Developer agrees to execute, record, and deliver such agreements, easements, and/or covenants conditions and restrictions that run with the land which is the subject of this development agreement for the benefit of the City of San Luis that will allow the real property of Developer that is the subject of this agreement to be used for fumes or odors from its wastewater treatment operations located at 358 N. Avenue D, and to waive any claims for any damages that might arise from wastewater treatment operations, whatsoever, and agree to indemnify and hold the City of San Luis and its officers, agents, and employees harmless from any and all claims, whatsoever, known or unknown, emanating from wastewater treatment operations including, but not limited to, claims arising from fumes or odors.

2.7 Land Dedication for Park. Owner wishes to donate to the City, and City agrees to accept from Owner, certain land within the Property, containing 5 gross acres of buildable land in addition to the open space requirement. Owner agrees to convey to the City by executing a Deed, free and clear of all liens and encumbrances.

2.8 Covenants Conditions and Restrictions. For any lot developed or to be developed as other than residential development, Owner shall record a covenant, condition and restriction to run with the land prohibiting the development and use of the property as a school, public or private, of any kind nature, or description.

2.9 Special Taxing Districts. Owner agrees to agree to the formation of a street lighting improvement district, a community facilities district and any enhanced municipal district needed.

2.10 Regulations. The terms of this Agreement are in addition to City codes, rules, fees, and regulations that are applicable to this action.

2.11 Buffer. Developer agrees to build an 8 foot cmu wall along the entire property line along the Detention Center and the East Waste Water Treatment Plant. Including as a buffer, a 30 feet wide green area and the residential street, totaling 82 feet.

ARTICLE 3. INDEMNIFICATION

3.1. Owner agrees to defend, indemnity and hold harmless City, its officers, officials and employees ("**Indemnified Group**") for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense), relating to, arising out of, resulting from or alleged to have resulted from the Owner's acts, errors, mistakes or omissions relating to any action or inaction of the Owner under this Agreement, including but not limited to work or services in the performance of this Agreement by any subcontractor or anyone directly or indirectly employed by or contracting with the Owner or a subcontractor or anyone for whose acts any of them may be liable.

3.2. If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this agreement, Owner (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the attorney of the Owner, or if covered by insurance, Owner's insurer, all of which must be approved by City, which approval shall not be unreasonably withheld or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the City may engage its own attorney to defend or assist in its defense, and the Owner shall pay the reasonable costs and expenses thereof.

3.3. Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the City, which approval shall not be unreasonably withheld or delayed. If Owner neglects or refuses to defend any of the Indemnified Group as required by this Agreement, any recovery or judgment against the Indemnified Group for a claim covered by this Agreement shall conclusively establish Owner's liability to the Indemnified Group in connection with such recovery or judgment. If the City desires to settle such dispute, the City shall be entitled to settle such dispute in good faith and Owner shall be liable for the amount of such settlement, and all expenses in connection with such settlement.

3.4. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

ARTICLE 4. MEDIATION AND DEFAULT

4.1. Representatives. To further the cooperation of the parties in implementing this Agreement, the City and Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Owner. The initial representative for the City (the "**City Representative**") shall be the City Manager, and the initial representative for the Owner shall be its project manager, as identified by the Owner from time to time (the "**Developer Representative**"). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

4.2. Mediation. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

4.3. Default. Failure or unreasonable delay be any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

ARTICLE 5. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

5.1. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or

the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This agreement is subject to the provisions of A.R.S. §38-511.

5.2. No Personal Liability. No member, official or employee of the City shall be personally liable to Owner, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to the Owner or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

ARTICLE 6. MISCELLANOUS PROVISIONS

6.1. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City:
City Manager
City of San Luis
P.O. Box 1170
1090 E. Union Street
San Luis, Arizona 85349

If to the Owner:
Nieves Riedel, Riedel Holdings, L.L.C.
1964 E. Cesar Chavez Blvd., Suite 1
P O Box 1649
San Luis, Arizona 85349

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

6.2. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

6.3. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

6.4. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Owner represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing

under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Owner represents to the City that by entering into this Agreement, the Owner has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

6.5. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Yuma County Recorder.

6.6. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

6.7. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue.

6.8. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the City and the Owner execute such agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

6.9. Attorneys' Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs.

6.10. Notice of Conveyance or Assignment. The Owner shall give notice to the City of any sale of the entire Property at least ten (10) days prior to the effective date of the sale.

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

6.12. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

6.13. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to Owner, or any successor in interest, in the event of any default or breach by the

City or for any amount that may become due to the Owner or successor, or under any obligation under the terms of this Agreement.

6.14. Employment Eligibility, E-Verify

1. The Owner warrants his compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23214, subsection A.
2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.
3. That the City retains the legal right to inspect the papers of any contractor or subcontractor employee who work on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

6.15. Time is of the Essence. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF SAN LUIS,
an Arizona municipal corporation

By: _____
Vice Mayor

KMM

ATTEST:

By: _____, Deputy City Clerk
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

THE OWNER, Riedel Holding, L.L.C.

By: _____
Its: President

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 21st day of December 2021, by Africa Luna-Carrasco, Vice-Mayor of the City of San Luis, Arizona, a municipal corporation.

Angelica Cifuentes
Notary Public

My Commission Expires: 05-11-2023

Angelica Cifuentes
Notary Public - Arizona
Yuma County
Commission Number 562004
My Comm. Exp. 5/11/2023

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this 22ND day of DECEMBER 2021, by NIEVES RIEDEL, on behalf of Riedel Holdings L.L.C., an Arizona Limited Liability Corporation.

Janet Taylor
Notary Public

My Commission Expires: 09/28/2025

Janet Taylor
Notary Public - Arizona
Yuma County
Commission Number 613060
My Comm. Exp. 9/28/2025

Exhibit 1

Los Mezquites Development Agreement

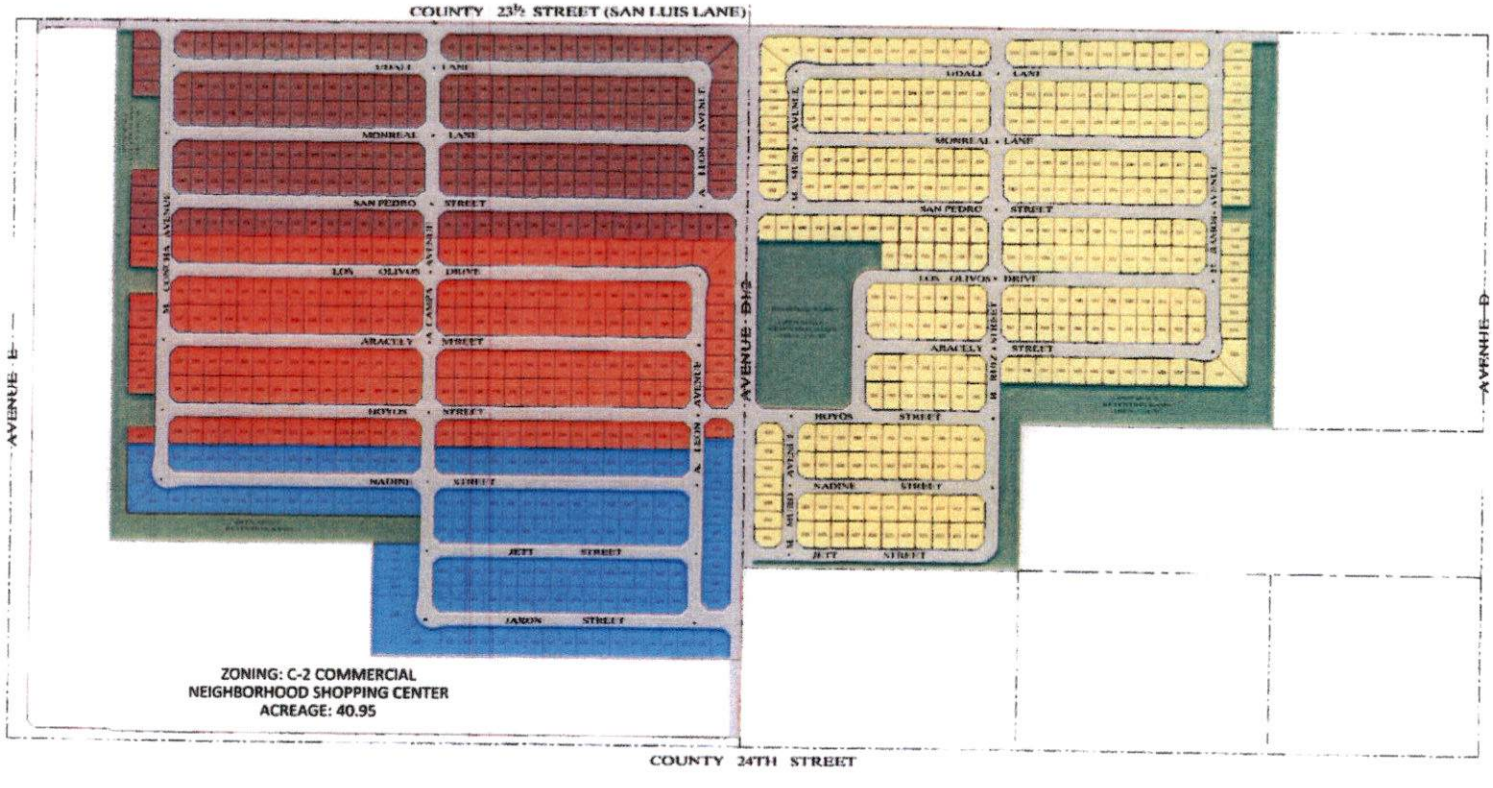
LOS MEZQUITES SUBDIVISION

DATE OF PREPARATION: NOVEMBER 2021 NUMBER OF LOTS: 897
MASTER PLAN LAYOUT

Parcel 227-11-005: A portion of the SW¼ of Section 14, Township 11 South Range 24 West. Except road right of way. **(108.91 acres)**

Parcel 227-11-004: South East ¼ of Section: 11 Township: 11S Range: 24W SE4 EXC THE E 751.25 FT OF N 1449.58 FT & EXC S 660 FT +/- & EXC THE E 1652.78 FT OF THE N 576.11 FT +/- OF S 1185.05 FT +/- **(74.64 acres)**

N
W E
S
SCALE: 1"=200'



PRELIMINARY
NOT FOR
CONSTRUCTION

CONFORMED COPY
2022-22023 RESOLUTION
06/28/2022 11:28:13 AM Pages: 1 Fees: $15.00
Requested By:CITY OF SAN LUIS
Recorded By: krocha
Robyn Stallworth Pouquette County Recorder, YUMA County AZ

WHEN RECORDED MAIL TO:

CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349

The above area is to be reserved for recording information

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CAPTION HEADING:

RESOLUTION

Resolution No. 2222

Pledgehold Agreement with Riedel Holdings, LLC – Land assurances to construct a wastewater lift station and other commitments related to Los Mesquites Subdivision.

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

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, LLC TO POST LAND FOR ASSURANCES TO CONSTRUCT A WASTEWATER LIFT STATION AND OTHER COMMITMENTS RELATED TO LOS MEZQUITES SUBDIVISION.

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

Section 1: The attached Pledgehold Agreement and its Exhibit are hereby approved.

Section 2: City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to the Pledgehold Agreement.

Section 3: 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.

Section 4: 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 portion of this resolution.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this 22nd day of June 2022.

Gerardo Sanchez, Mayor

ATTEST:

Deputy City Clerk
for Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
Kay Marion Macuil, City Attorney

PLEDGEHOLD AGREEMENT

This PLEDGEHOLD AGREEMENT ("Agreement") is entered into on this 22nd day of June 2022, by and between RIEDEL HOLDINGS, L.L.C. ("Pledgor"), and the CITY OF SAN LUIS, Arizona ("Pledgee" or "City"); and CHICAGO TITLE INSURANCE COMPANY, Inc., an Arizona corporation ("Pledgeholder"). Pledgor, Pledgee or City, and Pledgeholder may be referred to collectively as the "Parties" and individually as the "Party."

WITNESSETH:

WHEREAS, Pledgor, as Guarantor, to induce Pledgee to allow for the continued construction of the Los Mezquites Units 2, 3 and 4 by RIEDEL HOLDINGS, L.L.C. ("RIEDEL HOLDINGS") under that certain Development Agreement dated December 21, 2021, and recorded with the Yuma County Recorder's Office at Fee #2021-47097, desires to pledge certain Collateral, as defined, to Pledgee to secure the construction of a lift station known as the Los Mezquites/Von Verde Lift Station ("Lift Station") located on Avenue D between County 23½ Street and County 24th Street in San Luis, Arizona, as well as pledge said Collateral to secure construction of Improvements for the subdivision known as Los Mezquites II and secure the performance of construction of signalization at County 24th Street and Ave. E and County 23 ½ and Ave. E in San Luis, Arizona;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by Pledgor, the Parties hereby agree as follows:

Section 1. Definitions. The terms defined in this Section shall have such defined meanings for all purposes of this Agreement unless the context otherwise requires:

(a) "Borrower" shall mean RIEDEL HOLDINGS, L.L.C.

(b) "Collateral" shall mean all of Pledgor's interest in the following real property:

See Exhibit A attached hereto.

(Collectively referred to as the "Property" or "Collateral").

(c) "Event of Default" shall have the meaning(s) ascribed to such term in this Agreement.

(d) "Development Agreement" shall mean that certain Development Agreement between the Pledgor and Pledgee dated December 21, 2021, and recorded with the Yuma County Recorder's Office at Fee #2021-47097.

(e) "Improvements" means the Los Mezquites/Von Verde Lift Station ("Lift Station") and related infrastructure located on Avenue D between County 23½ Street and County 24th Street in San Luis, Arizona. "Improvements" shall also include all streets, roads, sidewalks, easements, drainage, utility mains and lines, and all other infrastructure of every nature, kind, or description, whatsoever, known or unknown, for the subdivision known as Los Mezquites II. "Improvements" shall additionally include any and all design, development and construction of signalization at the intersections of County 24th and Ave. E and County 23 ½ and Ave. E to the Public Works Standards of the City and the Standards of the Arizona Department of Transportation, hereinafter referred to as "Signalization Projects".

(f) "Obligations" shall mean all promises, duties, and/or responsibilities arising from the Development Agreement, and in specific the construction of the Los Mezquites/Von Verde Lift Station located on Avenue D between County 23½ Street and County 24th Street in San Luis, Arizona, the construction of Los Mezquites II Subdivision, and the design, development, and construction of the Signalization Projects.

(g) "Pledged Collateral" shall mean that Warranty Deed delivered to Pledgeholder and endorsed in blank pursuant to the terms and conditions of this Agreement, conveying all Pledgor's interest in the Property, as Collateral in favor of Pledgee.

(h) "Pledgeholder" shall mean Chicago Title Insurance Company or its successors or assigns.

(i) "Related Agreements" shall mean that certain Development Agreement, as defined herein, and any other agreement affecting the Improvements and Obligations as are defined in Section 1 (e) and (f) of whatsoever kind, nature or description..

Section 2. Security Interest in Collateral; Power of Attorney. To secure the construction of the Obligations, Pledgor hereby pledges to Pledgee and grants to Pledgee, and Pledgee agrees to accept the Pledged Collateral. Pledgor hereby represents that it is the owner of the Collateral in fee simple free and clear of all liens or restrictions of any kind, and agrees to sign and execute, alone or with Pledgee, and agrees to the filing of any financing statement(s) or other document or procure any document and pay all necessary costs to perfect (and continuously perfect) the security interest granted hereunder and to protect the security interest against the interest of third persons. Pledgor will pay the costs of filing the same in all public offices wherever filing is deemed by Pledgee to be necessary or desirable. Pledgee is hereby appointed Pledgor's attorney-in-fact to do all acts and things which Pledgee may deem necessary to perfect and/or continue the perfection of the security interest created by this Agreement and to protect the Collateral. Pledgor further agrees to pay all costs and fees for filing any termination statements. Pledgor hereby ratifies all acts that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable. The grant of this power of attorney shall not be construed to limit the powers of Pledgee to take actions otherwise permitted by the Agreement, as may be amended from time to time, any other agreement between the Parties hereto, the Uniform Commercial Code, or other law to take actions. Pledgor further agrees to indemnify, defend at his sole cost, and hold Pledgee harmless from any and against any and all claims, demands,

damages, liabilities, and expenses (including attorneys' fees and costs) arising from or in any way related to any act or omission of Pledgee or Pledgor, or the exercise of Pledgee's rights, remedies, or powers under this Section 2 or Related Agreements.

Section 3. **Representations.** Pledgor represents that the Collateral is and will remain owned by Pledgor free and clear of any adverse claims or interests, liens, security interests, or encumbrances of any other person, except liens hereunder in favor of Pledgee during the term of this Agreement.

Section 4. **Delivery of Warranty Deed.** Pledgor agrees to deliver a fully executed Warranty Deed to the Collateral to Pledgeholder immediately upon the execution of this Agreement, to be held for the purposes and subject to the terms and conditions set forth in this Agreement.

Section 5. **Duties of Pledgeholder.** Pledgeholder agrees as follows:

(a) To take custody of the Pledged Collateral;

(b) To retain possession of the Pledged Collateral for as long as the Obligations remain outstanding, subject to subsections (c), (d), and (e) hereof;

(c) To return the Pledged Collateral to Pledgor if, and only if, the Obligations are fully and timely satisfied and Pledgor is not otherwise in default of this Agreement or the Related Agreements, and Pledgeholder receives a signed and written confirmation from Pledgee of such satisfaction and absence of defaults;

(d) If Pledgor fails to complete the Obligations to Pledgeholder (as account servicing agent for Pledgee) when due and in a timely manner, Pledgor and Pledgee irrevocably instruct Pledgeholder to deliver the Pledged Collateral to Pledgee without further notice to either Party. Upon delivery of the Pledged Collateral to Pledgee (or the proceeds of the sale of such Collateral by Pledgeholder), Pledgee shall complete the Pledgor's Obligations to complete the Los Mezquites/Von Verde Lift Station located on Avenue D between County 23½ Street and County 24th Street in San Luis, Arizona, and/or the Improvements for Los Mesquites II Subdivision, and/or the Signalization Projects; and

(e) To deliver or otherwise dispose of the Pledged Collateral, as otherwise directed by Pledgee and Pledgor in a signed written instruction to Pledgeholder, or by final, non-appealable court order, judgment, or decree; provided, however, that neither of the events described in subsection (c) or (d) has occurred first.

Section 6. **Compensation to Pledgeholder.** The fees charged by Pledgeholder for its services hereunder shall be borne solely by Pledgor.

Section 7. **Termination of Duties of Pledgeholder.** Pledgeholder's duties hereunder cease upon surrendering possession of the Pledged Collateral, as provided in Section 5(c), (d), or (e).

Section 8. **Indemnity and Release Agreement.** Pledgor and Pledgee agree to indemnify, release, and hold harmless Pledgeholder and all its respective officers, directors, members, managers, shareholders, partners, employees, agents, contractors, and affiliates (collectively "Indemnified Parties") from and against any and all legal claims or causes of action (including all resulting damages, expenses, costs, and reasonable attorneys' fees) arising from, or related to, the performance of Pledgeholder's duties hereunder, except for any intentional act or omission of Pledgeholder, Pledgeholder's gross negligence, or Pledgeholder's default hereunder.

Section 9. **Obligations secured by Pledge.** The purpose of this Pledgehold Agreement is to provide financial assurances for the construction of the Los Mezquites/Von Verde Lift Station ("Lift Station") as heretofore referenced in compliance with Section 6.2 of the Subdivision Regulations of the City of San Luis and to secure up to $250,000.00 of Improvements for the Subdivision known as Los Mezquites II in addition to all other sums, instruments, letters of credit, or other arrangements, whatsoever, for financial assurances posted or pledged to the City for completion of said Improvements. The purpose shall additionally include provision of financial assurances that Pledgor will develop, design, and construct all infrastructure needed for the Signalization Projects The pledge of $250,000 for Improvements of Los Mezquites II is the net sum of money as generated after the City takes such actions as may be appropriate, in its sole discretion, to sell or otherwise dispose of the Collateral. This Agreement shall remain in force until: 1) all Improvements for the Lift Station, Los Mezquites II, and Signalization Projects have been satisfactorily completed and accepted by the City; 2) final acceptance of all projects have been made by the City; and 3) the two (2) year warranty period as required by the Subdivision Regulations has been satisfied, or an alternate form of assurance has been provided to and accepted by City, pursuant to the terms as set forth below.

If Improvements are not satisfactorily completed or corrected, City may, without notice, sell the Collateral and use the proceeds from the sale to complete or correct all or part of the required Improvements and Obligations secured hereunder.

After completion of the Lift Station, Los Mezquites II, and the Signalization Projects, the Parties agree to release the Collateral and accept another form of Collateral that is an amount representing not less than ten percent (10%) of any assurance, pursuant to the Subdivision Regulations of City and shall be retained by the Pledgeholder for a period of two (2) years after completion and inspection of all Improvements for all projects to insure that all work and materials are adequate and in satisfactory condition, or an alternate form of assurance has been provided to and accepted by City. If Collateral is pledged, at the end of the two (2) year period, all remaining Collateral shall be returned to Pledgor.

Section 10. **Events of Default.** A Party shall be in default of this Agreement upon the occurrence of any of the following events:

(a) Failure of a Party to perform as required by this Agreement, or the breach of any other covenant or representation of this Agreement;

(b) The occurrence of an Event of Default under any of the Related Agreements;

(c) If a petition or action is filed or taken by or against either Party under any law dealing with insolvency, bankruptcy, or suspension of payment;

(d) If a Receiver is appointed over the assets or undertaking of either Party (or any part of them);

(e) If either Party enters into a deed or arrangement or makes an assignment for the benefit of creditors; or

(f) If either Party ceases to function as a going concern or an order is made, or a resolution passed to that effect except for the purposes of amalgamation or reorganization; or

(g) Failure to perform any or all of Pledgor's Obligations or failure to complete construction and development of all or part of the Improvements and related infrastructure.

Section 11. General Provisions.

(a) *Use of Collateral.* Pledgor shall be entitled to exercise its dominion, right, and control and other powers, if any, relating to or arising from the Collateral or any purpose consistent with the terms of this Agreement or any other instrument, document, or Agreement executed and delivered by Pledgor to Pledgee, until and unless the Collateral is delivered to Pledgee in accordance with this Agreement or Pledgor commits an Event of Default. Upon the occurrence and during the continuation of an Event of Default, all rights of Pledgor to exercise its dominion, right, and control, and other powers pursuant to the foregoing provisions shall cease.

(b) *Remedies Upon Default.*

(i) If an Event of Default shall exist (a) under this Agreement; (b) Pledgee may exercise any rights and remedies available to it, including the right to dispose of the Collateral, and (c) Pledgee shall have the right, for and in the name, place, and stead of Pledgor, to execute endorsements, assignments, and other instruments of conveyance or transfer with respect to all or any of the Collateral. If any notification or intended disposition of any of the Collateral shall be given by Pledgee to Pledgor, such notification shall be deemed reasonably and properly given if mailed or faxed at least ten (10) business days before such disposition, postage prepaid, addressed, or transmitted to Pledgor at its address or number set forth herein, or at such other address or number as Pledgor may specify by notice received by Pledgee. Any proceeds of any disposition of Collateral may be applied by Pledgee to payment of expenses in connection with the Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by

Pledgee toward the completion of such of the Obligations. All rights and remedies of Pledgee expressed hereunder are in addition to all other rights and remedies possessed by it.

(ii) Pledgor agrees that in any sale of any of the Collateral, Pledgee is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by its counsel is necessary in order to avoid any violation of applicable law, or in order to obtain any required approval of the sale or of the purchase by any governmental regulatory authority or official, and Pledgor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall Pledgee be liable or accountable to Pledgor for any discount allowed by reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

(c) *Complete Agreement; Amendment.* This Agreement, along with the Related Agreements, contains the entire Agreement between the Parties hereto with respect to the matters covered herein and, except as specifically provided in this Agreement and Related Agreements, supersedes and merges all prior and contemporaneous oral and written agreements, discussions, and understandings between the Parties. No other agreements, representations, warranties, or other matters, oral or written, shall be deemed to bind the Parties hereto with respect to the subject matter hereof. This Agreement may be amended only by a written document signed by the Pledgor and Pledgee.

(d) *Binding Effect.* The provisions of this Agreement shall be binding on and inure to the benefit of each Party and its administrators, representatives, successors, assigns, transferees, grantees, and any other person or entity acting on the Party's behalf, except to the extent modified herein.

(e) *Advice of Counsel.* Each Party agrees that he, she, or it is signing this Agreement of his, her, or its own free will, after consideration with counsel or an opportunity to seek the assistance of counsel such that no presumptions of interpretation shall apply.

(f) *Execution in Counterparts.* This Agreement may be executed in one or more counterparts and by the Parties hereto in separate counterparts, each of which will be deemed to be an original but all of which, taken together, shall constitute one in the same Agreement.

(g) *Notices.* Unless otherwise provided herein, any notice, request, instruction, or other document to be given hereunder by any Party to the other shall be in writing and delivered in person or by courier, telegraphed, telexed, or by facsimile transmission or mailed by registered or certified mail, postage prepaid, as follows:

Pledgor:

Riedel Holdings, L.L.C.
P.O. Box 1649 (U.S. Postal Service)
San Luis, Arizona 85349

Pledgee:

City of San Luis
Attn: City Manager
P.O. Box 1170 (U.S. Postal Service)

Email: nieves@riedelholdings.com
Fax: (928) 627-4750

(Physical Address)

1964 E. Cesar Chavez Blvd., Suite 1
San Luis, Arizona 85336

San Luis, Arizona 85349
Email: lgalaviz@Sanluisaz.gov
Fax: (928) 341-8539

(Physical Address)

1090 East Union Street
San Luis, Arizona 85336

With a copy to:

Arturo I. Villarreal, Esq.
Garcia & Villarreal, P.L.C.
241 S. Main Street
Yuma, Arizona 85364
avillarreal@gkvlaw.com
Fax: (928) 276-4861

With a copy to:

City Attorney:
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

Pledgeholder:

Martha Ulloa,
Commercial Escrow Officer
Chicago Title Insurance Company, Inc.
963 East B Street
San Luis, Arizona 85349
(928) 304-0594
Fax: (928) 569-3817
Martha.Ulloa@CTT.com

(h) *Severability.* If any one or more of the provisions of this Agreement is found to be illegal or unenforceable, then notwithstanding the same, this Agreement shall remain in full force and effect, and such term or provision shall be deemed severed.

(i) *No Waiver.* Neither Party's right to require performance of the other Party's obligations under this Agreement shall be affected by any previous waiver, forbearance, or course of dealing.

(j) *Relationship of the Parties.* No agency, partnership, joint venture, franchise, other joint relationship, or any business organization of any kind is created by this Agreement, and the agents of neither Party shall have authority of any kind to bind the other Party in any respect whatsoever, except as expressly provided herein to the contrary.

(k) *Attorneys' Fees.* In the event, suit is brought, or an attorney is retained by any Party to this Agreement to seek interpretation or construction of any term or provision of this Agreement, to enforce the terms of this Agreement, to collect any money due, or to obtain any money damages or equitable relief for breach, or to seek recourse in a bankruptcy proceeding, the prevailing Party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorneys' fees for representation in the court (including, without limitation, bankruptcy court), court costs, costs of investigation, and other related expenses.

(l) *Governing Law; Forum Selection Clause.* This Agreement shall be interpreted and governed by the laws of the State of Arizona. The Parties agree that any action, at law or in equity, arising out of the terms, conditions, performance, termination, default, and/or breach of this Agreement, including, but not limited to, any tortious conduct, shall be instituted and litigated in the courts within Yuma County, State of Arizona, and in no other. In accordance therewith, the Parties irrevocably submit and consent to the jurisdiction and venue of the courts of Yuma County, State of Arizona. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

(m) *Assignment Prohibited.* Neither this Agreement nor any interest in or claim under this Agreement shall be assigned or otherwise transferred by Borrower to another person or entity without the prior written consent of the secured Party, which consent may be withheld in the secured Party's sole and absolute discretion.

(n) *No Third-Party Rights.* No term or provision of this Agreement is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity other than the Parties hereto, and no such person, firm, corporation, or other entity shall have any right or cause of action hereunder.

(o) *Identity of Pledgeholder.* Following Pledgor and Pledgee's execution of this Agreement, the Parties agree to amend this Agreement to substitute Pledgeholder should the Pledgeholder designated herein fail or refuse to execute this Agreement; in such event, the effectiveness of this Agreement shall remain unimpaired.

(p) *Time is of the Essence.* Time is of the essence as to each and every provision of this Agreement.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

"PLEDGEE":

THE CITY OF SAN LUIS, ARIZONA

ATTEST:

By: Melissa Lopez, Deputy City Clerk

By: Gerardo Sanchez
Its: Mayor

Approved as to form

By: Kay Marion Macuil, City Attorney

"PLEDGOR":

RIEDEL HOLDINGS, L.L.C.

By: Nieves G. Riedel
Its: Manager and Member

[REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE TO FOLLOW]

"PLEDGEHOLDER":

Chicago Title Insurance Company, Inc.

By: Martha Ulloa
Its: Commercial Escrow Officer

Exhibit A

LEGAL DESCRIPTION
LOS MEZQUITES UNIT 4

A PORTION OF THE SOUTH HALF OF SECTION 11, TOWNSHIP 11 SOUTH, RANGE 24 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, YUMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 11;

THENCE: S89°28'41"E, ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 2640.29 FEET **TO THE TRUE POINT OF BEGINNING**;

THENCE: S89°28'51"E, CONTINUING ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 11, A DISTANCE OF 1888.44 TO A POINT;

THENCE: S00°27'24"W, A DISTANCE OF 1449.58 FEET TO A POINT;

THENCE: N89°28'51"W, A DISTANCE OF 901.55 FEET TO A POINT;

THENCE: S00°27'17"W, A DISTANCE OF 528.22 FEET TO A POINT;

THENCE: N89°31'14"W, A DISTANCE OF 986.38FEET TO A POINT;

THENCE: N00°26'29"E, A DISTANCE OF 1978.69 FEET **TO THE TRUE POINT OF BEGINNING;;**

CONTAINING 74.8125 ACRES MORE OR LESS

8 Recommendations

A. Roadway improvements

The proposed Los Mezquites subdivision will be constructed through 4 phases that will be a combination of residential lots and commercial properties. The opening year will be 2023 and the entire section is slated for completion in 2026. To accommodate for the yearly increase in traffic flow the following improvements are recommended based on how each successive phase affects the adjacent areas:

- To reduce traffic at the major intersections, interconnectivity from the residential to the commercial areas should be provided.
- During Phase I, improve the intersection of Avenue E and County 24th Street with a traffic signal and build according to City of San Luis standards. The eastbound and westbound approaches should contain at least one dedicated turn lane in each direction and at least one through lane.
- During Phase II, improve the intersection of Avenue E and County 23 1/2 Street with a traffic signal and build according to City of San Luis standards. The eastbound and westbound approaches should contain at least one dedicated turn lane in each direction and at least one through lane.
- At Phase III, improve the intersection of Avenue E and Cesar Chavez Boulevard to include dual left turn lanes in the westbound direction.
- At Phase III, dual left turn lanes in the southbound and northbound directions should be provided at the intersection of Avenue E and County 24th Street.
- At Phase III, the intersection of Avenue F and Cesar Chavez Boulevard reaches Level of Service E. The addition of an additional through lane in each direction is recommended.
- At Phase III, at the intersection of County 24th Street and the Avenue D ¾ alignment, a traffic signal is required to provide adequate ingress and egress to the commercial areas.
- At Phase IV, the capacity at the intersection of County 24th Street and Avenue D ½ should be reevaluated to determine if a two-way stop-controlled intersection is still adequate at this location. The performance of this intersections is dependent on additional development to the east.

15.10.130 Additional regulations.

(C) *Payback Agreements.* For all payback agreements and development agreements with payback provisions entered prior to December 1, 2020, said agreements will be carried out according to their terms. For all such agreements that have not established either a benefit area, amount of expense, allocation of expense, or method of collection and payment of payback monies, the Public Works Director, in his sole discretion, will make such determinations. Subsection (C)(4)(j) shall apply to any legal challenge to any matter regarding a payback agreement or development agreement with payback provisions, including, but not limited to, matters related to benefit area, amount of expense, allocation of expense, or method of collection and payment of payback monies, regardless of the date said agreement was entered. Unless special provisions are approved by Council, for all agreements made on or after December 1, 2020, the following provisions will apply:

(1) Thirty days prior to the start of construction of an extension of any water or sewer line or other infrastructure, including streets and roads, to serve any privately owned real property, a developer desiring a payback agreement with the City shall provide the following to the Public Works Department:

(a) An 11-inch-by-17-inch-size copy of the approved plans.

(b) Three independent bids that contain the contractor's itemized construction costs and the engineering design costs for the infrastructure for which payback is sought, or other proposed basis for determining the amount of cost of construction.

(c) A diagram of all property which will be benefited by the infrastructure installed, including the assessor's parcel numbers, a legal description of each affected parcel, and frontage lengths, together with the basis for determination of the property so benefited.

(d) A formal request to the City on a form provided by the City for funding of the construction.

(2) The proposed payback agreement shall state to whom reimbursement shall be made and shall include a diagram of the properties and respective amounts of the payback charges proposed to be collected from each property based on the cost per linear foot of frontage or such other equitable method of spreading the costs as the circumstances may dictate.

(3) Proposed payback agreements shall state the cost of the infrastructure installed by a developer or owner from which others may be served. All related costs for the infrastructure such as construction, design, plan review and management fees shall be submitted to the Public Works Department in writing by the developer or owner and must be determined to be reasonable based on current circumstances. The Public Works Director has sole discretion in determining whether a submitted cost is reasonable and applicable to the infrastructure being constructed, as well as determining the benefit area, the properties benefited, the extent of benefit, and the share of the cost to be borne by the developer and/or owner.

(4) Subject to any guidelines or policies that may be implemented by the Public Works Director, the developer shall notify all benefitting parcel property owners before construction begins by certified or registered mail that construction of infrastructure will occur, and a payback amount will be assigned to each benefitting parcel that will be recorded with the Yuma County Recorder upon the project completion. This initial notification to each benefitting parcel shall include the following:

(a) A letter explaining the payback assignment.

(b) The proposed payback agreement and information on the benefitting parcels and the respective costs of the future reimbursement.

(c) If the property owner of a benefitting parcel objects to either the cost allocation or any other procedural aspect of the payback agreement, the property owner must submit a written request for a hearing to the Public Works Department within 30 days of the date of mailing the notice. The notice shall contain the address and identification of a person or position designated by the Public Works Department to receive requests for a hearing.

(d) Within five days following this mailing, the developer shall submit to the City a signed affidavit or declaration verifying this mailing and listing the names and addresses of all benefitting property owners to whom the notice was sent along with proof of the mailing. If the Public Works Department does not receive a request for a hearing within the time allowed, the Department may accept the proposed payback agreement as final.

(e) If a request for hearing is received from one or more affected property owners, the Department shall set the date, time, and location of an administrative hearing on the proposed agreement. The City shall provide all affected property owners with notice of the hearing.

(f) The Public Works Director will hold an administrative hearing at the stated date and time to establish each benefitting property's share in the cost of the improvements associated with the requested payback agreement. Any affected property owner may appear and be heard at the hearing. At the conclusion of the hearing, the Director may accept the payback agreement as proposed or modify the allocation of percentages based on information received at the hearing. The Director shall issue a written decision within ten business days of the conclusion of the hearing, and a copy shall be mailed or emailed if requested to each affected property owner. The Director may appoint a civil engineer, experienced in municipal infrastructure, to be the hearing officer conducting said hearing and issuing the decision.

(g) Any affected property owner who appears at the hearing may appeal the determination of the Public Works Director, or the designated hearing officer, to the City Manager by submitting a notice of appeal to the Public Works Director within ten business days of the date of the issuance of a written decision. The City Manager may review the decision based on information and testimony submitted at the hearing or may, in his/her discretion, accept any additional information or testimony. If a notice of appeal is not timely submitted, the decision shall become final. If an appeal is timely submitted, the decision of the City Manager on appeal shall be final.

(h) Once a decision is final, the Public Works Department shall use the results to determine the maximum reimbursement amount to be included in the payback agreement. The developer or assignee shall receive payback charges within the payback period only from those property owners who receive a benefit from the infrastructure the developer installed.

(i) The City will prepare both the payback agreement and the amount assigned to each benefited property and have notice of each recorded with the Yuma County Recorder.

(j) For any legal challenge to a decision of the Public Works Director, the City shall have the burden to show by a preponderance of the evidence that a reasonable basis exists to support the decision. Upon such a finding, the decision shall be affirmed unless it is shown to be arbitrary or capricious.

(5) Any agreement providing for reimbursement of the developer shall run for the period of time set forth in any agreement entered into prior to December 1, 2020, and 20 years after the date of acceptance of the infrastructure for agreements entered on or after December 1, 2020. At the end of the maximum period, as determined by the City, all benefits or rights accruing to the developer shall terminate.

(6) Within 60 days after construction completion of any infrastructure to serve any privately owned real property, upon acceptance of said infrastructure by the City, the developer desiring a payback agreement with the City shall provide the following to the Public Works Department:

(a) An 11-inch-by-17-inch-size copy of the approved as-built construction drawings indicating actual facilities installed;

(b) Receipts identifying actual design and construction costs and proof that the developer made the payment.

(7) Upon receipt of the administrative charge defined in subsection (C)(10) of this section and execution of the payback agreement, the City shall record the agreement with the Yuma County Recorder as to each property that is subject to the agreement together with a notice of payback, setting forth the terms of this agreement. Once the payback charges or the maximum period has elapsed, the City will record with the Yuma County Recorder a release of the original notice of payback.

(8) The City shall establish a trust account for the collection of line payback charges and payment of reimbursements. Sums collected shall be paid in accordance with the terms of the agreement and within 90 days of receipt by the City.

(9) Payback charges shall include a maximum simple interest rate equal to one percent plus the prime rate, as published by the Board of Governors of the Federal Reserve System, per month, or any portion thereof, from the date the payback agreement is executed. This rate shall not change for the life of the reimbursement requirement. Provided, however, any affected property owner who elects to pay the entire amount charged to such owner's parcel within 60 days of the payback agreement becoming final shall not be required to pay any interest.

(10) The developer and/or owner shall pay the City's cost of administration to the City before the execution of the payback agreement. This administrative charge shall be five percent of the total cost incurred by the developer and/or owner for the construction of the infrastructure from which persons other than the developer will be served, with a maximum administrative charge of $10,000. Administrative charges will be distributed equally among the properties benefited if equal costs are applied to each parcel or based on the cost per linear foot of frontage.

(D) *Payback Charges.* For land, and any part thereof, which is the subject of an existing payback agreement, the required payback charge, including all costs and interest, shall be paid to the City prior to:

(1) The issuance of a permit authorizing connection to the public water or public sewer system;

(2) The extension of water or sewer service;

(3) The issuance of any building permit;

(4) The processing of any request for rezoning, variance, or conditional use permit; and

(5) The processing of any request for lot split or subdivision of land.