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 22, 2025. 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, 22 de Octubre del 2025. 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

AGENDA
Regular Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
October 22, 2025
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

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff. The city is not allowed by law to endorse the religious or non-religious beliefs or views of such speakers. Any invitation to stand during the Pledge of Allegiance or invocation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any Pledge of Allegiance or an opening invocation that is offered.

Toda invocación inicial que se ofrezca antes del inicio oficial de la sesión del Cabildo será una ofrenda voluntaria de una persona particular, para beneficio del Cabildo. Las opiniones o creencias expresadas por quien haga la invocación no han sido revisadas ni aprobadas previamente por el Cabildo ni por el personal de la ciudad. La ley no permite a la ciudad respaldar las creencias o puntos de vista religiosos o no religiosos de dichos oradores. Cualquier invitación a ponerse de pie durante el Juramento a la Bandera o la invocación no se interpretará como una exigencia, orden ni ningún otro tipo de mandato. Ninguna persona presente en la sesión estará obligada a participar en el Juramento a la Bandera ni en ninguna invocación inicial que se ofrezca.

4. **CALL TO THE PUBLIC**

This is the time for the public to comment. Under A.R.S. § 38-431.01(I), Members of the City Council shall not discuss or take legal action on matters raised during an open call to the public that are not properly noticed on this agenda for discussion and legal action. At the conclusion of an open call to the public, individual Members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda.

5. **PROCLAMATIONS/PRESENTATION**

5. A. Proclamation on Red Ribbon Week - October 23 - 31, 2025

5. B. Proclamation - Extra Mile Day November 1, 2025

5. C. Proclamation - Law Enforcement Records and Personnel Appreciation Week November 10-16, 2025

5. D. Proclamation - Alzheimer's and Caregiver Awareness Month - November 2025

5. E. Proclamation - Lung Cancer Awareness Month - November 2025

5. F. Proclamation - National Diabetes Awareness Month - November 2025

5. G. Proclamation - National Runaway Prevention Month - November 2025

5. H. Promotion of San Luis Police Department Sergeant Ernesto Cardenas and Sergeant Emmanuel Aldama. **(Nigel Reynoso, Chief of Police)**

6. **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.

6. A. **MINUTES OF**

- Regular Council meeting held September 24, 2025

6. B. **DISBURSEMENTS**

From October 1, 2025 to October 14, 2025
Total $1,060,596.72
(One Million, Sixty Thousand, Five Hundred Ninety-Six Dollars and Seventy-Two Cents)

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

7. A. Discussion and possible action item on any and all matters regarding the Employee Recognition Event. **(Mayor Nieves Riedel)**

7. B. Discussion and possible directions to staff on any and all matters regarding the San Luis December 2025 Holiday Light Parade. **(Jenny Torres, Acting City Manager)**

7. C. Discussion and possible action on any and all matters regarding the purchase of police vehicle routers and antennas using AZDEMA Grant Funds. **(Alan Guevara, Lieutenant)**

7. D. Discussion and possible action on all matters related to the purchase of fire protection gear for fire department personnel. **(Angel Ramirez, Fire Chief)**

7. E. Discussion and possible action on any and all matters regarding the approval of change orders associated with the previously approved purchases of a communications shelter and a Sabre 60-foot tower, and authorize a budget transfer. **(Fernando Corona, Information Technology Manager)**

7. F. Discussion and possible action on any and all matters regarding the City of San Luis procuring slurry seal application services from American Pavement Preservation for the application of Slurry Seal as part of the Fiscal Year 2026 Pavement Preservation Program. **(Manuel Hernandez, Assistant Director of Public Works)**

7. G. Discussion and possible action on any and all matters regarding the approval of the Arizona Public Service (APS) Company completing electrical distribution and streetlight work in support of the County 22nd Street and Sidewinder Road traffic signal and streetlight project. **(Manuel Hernandez, Assistant Director of Public Works)**

7. H. Discussion and possible action on any and all matters regarding authorization to contract JSA Company for full landscape maintenance of several assessment districts for Fiscal Year 2026. **(Angelica Roldan, Director of Parks and Recreation)**

7. I. Discussion and possible action on any and all matters regarding the purchase from Musco Sports Lighting, LLC Light-Structure System retrofit with Total Light Control using LED lights for the Joe Orduño Park, F1 sports field. **(Angelica Roldan, Director of Parks and Recreation)**

7. J. Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell alcohol at the Asado and Brew Festival - A Founders Day Celebration on Saturday, November 22, 2025. **(Marcos Ramirez, San Luis Frontera Rotary Club)**

A. Staff and/or Applicant presentation
B. Open Public Hearing
C. Call to the public on this item
D. Close Public Hearing
E. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

8. SUMMARY OF CURRENT EVENTS

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

9. ADJOURNMENT

PROCLAMATION

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

Meeting Date: 10/22/2025

Title:

Proclamation on Red Ribbon Week - October 23 - 31, 2025

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

RED RIBBON WEEK
October 23 - 31, 2025

WHEREAS, alcohol and drug abuse in this Nation have reached epidemic stages; and

WHEREAS, visible, unified prevention education efforts by community members must be launched to eliminate the demand for drugs; and

WHEREAS, the National Red Ribbon Campaign offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs, no illegal use of legal drugs); and

WHEREAS, the National Red Ribbon Campaign will be celebrated in communities in America during Red Ribbon Week, October 23 - 31; and

WHEREAS, business, government, parents, law enforcement, media, medical institutions, religious institutions, schools, senior citizens, service organizations and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week-long campaign; and

WHEREAS, the City of San Luis remains committed to the success of the Red Ribbon Campaign.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim October 23 - 31, 2025, as **"Red Ribbon Week"**, and encourage citizens to participate in drug prevention education activities, not only during Red Ribbon Week, but all year long, joining the Yuma County Anti-Drug Coalition and the rest of the state and nation making a visible statement that we are strongly committed to a drug-free America.

Dated this **22nd** day of **October 2025**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 10/22/2025

Title:

Proclamation - Extra Mile Day November 1, 2025

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

EXTRA MILE DAY
November 1, 2025

WHEREAS, San Luis, Arizona, is a community that acknowledges that a special vibrancy exists within the community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, San Luis, Arizona, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment and conviction to their individual ambitions, family, friends and community; and

WHEREAS, San Luis, Arizona, is a community that chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile", to make a difference and lift fellow members of their community; and

WHEREAS, San Luis, Arizona, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2025.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim November 1, 2025, as **"Extra Mile Day"** and urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

Dated this **22nd** day of **October 2025**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **5. C.**

Meeting Date: 10/22/2025

Title:

Proclamation - Law Enforcement Records and Personnel Appreciation Week November 10-16, 2025

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL APPRECIATION WEEK
November 9 - 15, 2025

WHEREAS, the San Luis Police Department and all law enforcement agencies throughout the State depend on law enforcement records and support personnel to provide them with vital services; and

WHEREAS, the San Luis Police Department Records personnel provide the professional link between citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, the San Luis Police Department Records personnel's dedication to the accurate and efficient processing of police reports, court paperwork, data entry, filing and report release, along with positive and energetic attitudes, make for a productive and pleasant workplace; and

WHEREAS, these professionals continually use their expertise and experience to assist in maintaining accurate criminal history on a state and national level; and

WHEREAS, it is important to recognize Arizona's Law Enforcement Records personnel for their valuable contributions to our law enforcement system.

NOW THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim November 9 - 15, 2025, as "**Law Enforcement Records and Support Personnel Appreciation Week"**, and extend our gratitude to the San Luis Police Department Records staff and support personnel for their diligence, commitment and dedicated service to our community.

DATED this **22nd** day of **October 2025**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **5. D.**

Meeting Date: 10/22/2025

Title:

Proclamation - Alzheimer's and Caregiver Awareness Month - November 2025

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

ALZHEIMER'S AND CAREGIVER AWARENESS MONTH
November 2025

WHEREAS, the City of San Luis recognizes the importance of Alzheimer's and related dementia care; and

WHEREAS, Alzheimer's and related dementias have a significant impact on the health and well-being of our residents; and

WHEREAS, more than 150,000 Arizonans live with Alzheimer's, which is the 4th leading cause of death in the state; and

WHEREAS, more than 257,000 Arizonans provide 501,000,000 hours in unpaid care to their loved ones living with dementia; and

WHEREAS, Arizonans are actively engaged in educating about the disease, advocating for a proper continuum of care, and improving the training and care of patients with Alzheimer's disease and related dementias; and

WHEREAS, the City of San Luis supports an Arizona without Alzheimer's, addressing this public health crisis.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of San Luis, Arizona, do hereby proclaim November 2025 as **"Alzheimer's and Caregiver Awareness Month"** in this community and encourage all our residents to learn about Alzheimer's, related dementias, and patient care.

DATED this **22nd** day of **October 2025**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **5. E.**

Meeting Date: 10/22/2025

Title:

Proclamation - Lung Cancer Awareness Month - November 2025

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

LUNG CANCER AWARENESS MONTH
November 2025

WHEREAS, lung cancer is the second most diagnosed form of cancer in both men and women in the United States and is the leading cause of cancer death in the country; and

WHEREAS, more than 90 percent of people diagnosed with lung cancer smoked a pack of cigarettes daily for at least 30 years or two packs a day for 15 years. Prevention and early detection can significantly reduce the number of deaths from lung cancer; and

WHEREAS, researchers, scientists and numerous non-profit organizations are dedicated to discovering a cure for lung cancer. During the year 2024, the Yuma Regional Medical Center Cancer Center will join these efforts to prevent and detect lung cancer in early stages; and

WHEREAS, Yuma Regional Medical Center Cancer Center recognizes that education is the best tool to overcome the thousands of deaths added each year to lung cancer statistics, this gives us hope for a better future.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim November 2025 as **"Lung Cancer Awareness Month"** in the City of San Luis, Arizona. I encourage all residents of this city to support the education, prevention, and treatment efforts of those who fight against this disease.

DATED this **22nd** day of **October 2025**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **5. F.**

Meeting Date: 10/22/2025

Title:

Proclamation - National Diabetes Awareness Month - November 2025

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL DIABETES AWARENESS MONTH
November 2025

WHEREAS, in the United States, nearly 30 million people - including approximately 500,000 children and adults in Arizona - have diabetes, a serious disease with potentially life-threatening complications such as heart disease, stroke, blindness, kidney disease and amputation; and

WHEREAS, an additional 86 million people in the United States are at risk for developing type 2 diabetes; and

WHEREAS, recent estimates project that as many as one in three American adults will have diabetes in 2050 if current trends continue; and

WHEREAS, increasing community awareness is necessary to halt the diabetes epidemic.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of San Luis, Arizona, do hereby proclaim November 2025, as **"National Diabetes Awareness Month"** and encourage all residents to recognize National Diabetes Month and be part of the American Diabetes Association's Stop Diabetes movement to confront, fight and most importantly, change the future of this deadly disease.

DATED this **22nd** day of **October 2025**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **5. G.**

Meeting Date: 10/22/2025

Title:

Proclamation - National Runaway Prevention Month - November 2025

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL RUNAWAY PREVENTION MONTH
November 2025

WHEREAS, the future well-being of our nation is dependent on the value we place on our young people. We must provide opportunities for young people to acquire the knowledge, skills and abilities necessary to develop into healthy and productive adults; and

WHEREAS, the young people with the least access to these essential opportunities and support are those in runaway and homeless situations; and

WHEREAS, in one year, it is estimated that between 2.8 and 16.6 million youth run away nationwide; and

WHEREAS, through this public awareness campaign designed to shine a light on the experience of runaway and homeless youth that too often remain invisible, we can prevent the situations that compel youth to run away from home.

WHEREAS, PREVENTION: means assisting youth in discovering the delicate balance of life-saving skills; AWARENESS: what it means to run away and why running away will not solve their problems, how to build a safety net of trusted people and organizations to turn to for help; COMMUNICATION: how to speak and listen effectively; and STRESS MANAGEMENT: how to reduce or manage stressors and solve problem.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim November 2025 as **"National Runaway Prevention Month"** and encourage the community to join us in celebrating this occasion.

Dated this **22nd** day of **October 2025**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PRESENTATION

Regular City Council Meeting **5. H.**

Meeting Date: 10/22/2025

Submitted By: Nigel Reynoso, Police Department

Presentation Topic/Summary:

Promotion of San Luis Police Department Sergeant Ernesto Cardenas and Sergeant Emmanuel Aldama. **(Nigel Reynoso, Chief of Police)**

AGENDA ITEM REVIEW FORM

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

Meeting Date: 10/22/2025

Summary

MINUTES OF

- Regular Council meeting held September 24, 2025

Attachments

9/24/2025 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 24, 2025
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

Mayor Nieves Riedel called the meeting to order at approximately 6:00 p.m.

PRESENT: Mayor Nieves Riedel
Council Member Luis E. Cabrera
Council Member Maria Cecilia Cruz
Vice Mayor Tadeo Azael De La Hoya (via Teams)
Council Member Esteban C. Rosales
Council Member Lizeth Servin

ABSENT: Council Member Javier Vargas

OTHERS PRESENT: Jenny Torres, Acting City Manager
Kay Macuil, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Albert Moreno, I.T. Technician
Alvaro Escalante, Parks Grounds Manager
Angelica Roldan, Director of Parks & Recreation
Antonio Maldonado, Multimedia Production & Operations Specialist
Crystal Ochoa, Administrative Coordinator
Enrique Lopez, Assistant Fire Chief
Gilberto Torres, Wastewater Operations Manager
Heriberto Vargas, Public Works Manager
Israel Lara, I.T. Technician
Francia Alonso, Public Information Officer
Jorge Perez, Assistant Director of Public Works
Jossue Cerda, I.T. Support Supervisor
Maria Barajas, Acting Human Resources Manager
Maria Sabori, Risk Manager
Olivia Jenkins, Administrative Services Manager
Pamela Tapia, Human Resources Coordinator
Roula Encinas, Director of Finance
Yolanda Dueñas, Facilities Supervisor
Angela Delgado, Resident
Brian De La Hoya, Resident
Christian Cuevas, Meeting Interpreter

Fabher Sanchez, Resident
Gloria Torres, Resident
Guillermina Fuentes, Resident
James Allen Jr., Resident
Lilia Quiñonez, Resident
Luisa Arreola, Resident
Maria Gonzalez, Resident
Maria Guzman, Resident
Mark Concha Jr., Resident
Matias Rosales, Resident
Perla De La Hoya, Resident
Tony Reyes Sr., Resident-Yuma County Supervisor District 4
Yolanda Urias, Resident-Pastor

2. PLEDGE OF ALLEGIANCE

Council Member Luis E. Cabrera led the Pledge of Allegiance.

3. INVOCATION

The invocation was performed by Ms. Yolanda Urias, Pastor of Centro Misioner Yireh.

4. CALL TO THE PUBLIC

Mr. James Allen Jr., 1549 E. Babbitt Lane, San Luis, AZ, stated that he has noticed some crazy drivers, during a previous storm, there was a young man riding a motorcycle doing a wheelie all the way to 8th Avenue. There were vehicles on this avenue and if this individual had crashed, he could have caused damage to other people's vehicles, besides possibly losing his life. He described another incident that occurred today on C Street, involving a white Dodge Charger traveling at approximately 45 miles per hour in a residential area. He urged residents to call 911 if they see speeding vehicles driving in residential areas.

Ms. Maria Cecilia Cruz, 1255 Ruiz Avenue, San Luis, AZ, stated that Proverbs 31 Home annual walking mile against domestic violence is on October 3, 2025. The walk will start at the first roundabout south to the gym at 8:00 a.m. She invited the public to attend the walk wearing their purple tutus or shirts to show support for victims of domestic violence. She also mentioned that on October 4, 2025, their annual fundraiser "Noche De Esperanza", will take place. The tickets sell at $40.00 each.

Ms. Angela Delgado, a resident of Los Alamos, San Luis, AZ, brought up the accident that happened in her subdivision. She has lived there for 14 years, and this is the third fatality in that area. She wanted to know if anything was being done to expedite the issue with the curve and street; had nothing else been heard about it? She asked if someone could get around to letting them know, because it is getting dangerous. Kids are in school and fly through that road, not paying attention.

Mayor Nieves Riedel directed Ms. Olivia Jenkins, Administrative Services Manager, to take Ms. Delgado's information to let her know the latest on that project.

5. PROCLAMATIONS/PRESENTATIONS

5. A. Proclamation on Human Resources Professionals Day - September 26, 2025
5. B. Proclamation on 928 Day (Area Code Day) - September 28, 2025
5. C. Proclamation on National Custodian Workers Recognition Day - October 2, 2025
5. D. Proclamation on Breast Cancer Awareness Month - October 2025
5. E. Proclamation on Bullying Prevention Month - October 2025
5. F. Proclamation on Domestic Violence Awareness Month - October 2025
5. G. Proclamation on National Community Planning Month - October 2025
5. H. Proclamation on National Cyber Security Awareness Month - October 2025
5. I. Proclamation on National Manufacturing Month - October 2025

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

5. J. Presentation and recognition of the 2025 - 1st and 2nd Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. (Enrique Lopez, ERAP Chair)

Mr. Enrique Lopez, ERAP Chair awarded employees in five (5) different categories: Achievement Award, Award of Excellence, Customer Service Award, Employee of the Quarter and Safety Award. The complete list is attached to the agenda item filed with the City Clerk.

5. K. Recognition to Ms. Alejandra Payan for her outstanding athletic achievements and Mr. Enrique Partida for his work with special-needs children and the powerful impact he is making on the lives of his students. (Mayor Nieves Riedel and Council Members)

Ms. Olivia Jenkins, Administrative Services Manager, stated that Ms. Tamara Canedo, Sensei, requested this recognition for Ms. Alendra Payan and Mr. Enrique Partida, Sensei, as Ms. Payan represents the very best of the community and is living proof that individuals with disabilities are capable of extraordinary greatness when given a chance. Mr. Partida was acknowledged for his work with special needs children, which extends far beyond martial arts; he is quietly and powerfully changing lives.

Mayor Nieves Riedel congratulated and thanked Ms. Payan for her achievements, presenting her with a certificate of recognition.

Mr. Payan, Ms. Payan's father, briefly provided information on the various tournaments in which Ms. Payan participated.

5. L. Recognition of Mr. Marco Antonio "Tony" Reyes Sr. for his trajectory in the City of San Luis. (Mayor Nieves Riedel)

Mr. Marco Antonio “Tony” Reyes was presented with a plaque in honor of his many years of dedicated service to the residents of the City of San Luis and Yuma County.

Mayor Nieves Riedel congratulated and thanked Mr. Reyes for his dedication and public service provided to this community.

Mr. Reyes thanked the City of San Luis for this recognition, as well as his family and some special individuals for being part of his team and for their support.

6. CONSENT AGENDA

6. A. MINUTES OF
- Regular Council meeting held August 13, 2025
- Regular Council meeting held August 27, 2025

6. B. DISBURSEMENTS
From September 4, 2025 to September 17, 2025
Total $1,094,503.21
(One Million, Ninety-Four Thousand, Five Hundred Three Dollars and Twenty-One Cents)

6. C. Discussion and possible action on any and all matters regarding a proposed contract with Greater Yuma Economic Development Corporation for regional economic development efforts. (Jenny Torres, Acting City Manager)

MOTION: Council Member Luis E. Cabrera/Council Member Esteban C. Rosales to approve the Consent Agenda as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Mayor Nieves Riedel	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding the purchase of a MadVac Litter Vacuum for the Parks Grounds Department. (Angelica Roldan, Director of Parks and Recreation)

Ms. Angelica Roldan, Director of Parks & Recreation, stated that the Parks Grounds Department was approved a total budget of $77,871.00 for the purchase of an All-Terrain Litter Vacuum for the fiscal year 2026. Staff has been in communication with a sales representative from HAAKER Equipment Company, who sells this type of equipment. Staff is interested in purchasing the MadVac LN50 Electric All-Terrain Litter Vacuum, which is ideal for cleaning public park areas, including curbsides, parkways, and sidewalks. This litter vacuum delivers quiet, zero-emission performance, making it the most affordable and environmentally responsible litter vacuum. It is a fast, environmentally friendly litter removal method that delivers up to six times the productivity of manual litter picking. This vacuum can pick up dry, damp, or wet waste, which will significantly benefit the division during cleanup after an event. Staff received a quote for a MadVac LN50 Electric All-Terrain Litter Vacuum for $77,871.00, which includes the Sourcewell Contract # 093021-EXP. Staff requested approval to purchase this machine for $77,871.00, utilizing Cooperative Agreement Contract #093021-EXP as the authorized dealer representative under the authority of the City of San Luis Procurement Code 3.05.090, Cooperative Purchasing.

MOTION: Council Member Lizeth Servin/Council Member Maria Cecilia Cruz to approve the purchase of the LN50 Electrical All -Terrain Litter Vacuum in the amount of $77,871.00, as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Mayor Nieves Riedel	Aye

7. B. Discussion and possible action on any and all matters regarding the purchase of a pre-fabricated manufactured restroom unit to replace the existing restrooms at the Joe Orduño Park. (Angelica Roldan, Director of Parks and Recreation)

Ms. Angelica Roldan, Director of Parks & Recreation, explained that the Parks and Recreation Department would like to work once again with CXT Precast Concrete Products to purchase a pre-fabricated restroom unit for Joe Orduño Park. This park requires a new restroom unit due to significant wear and tear on the existing structure. Joe Orduño Park is one of the most popular and visited parks, where families gather to enjoy city events, seasonal leagues and competitions, and have family gatherings. For many years, there has only been one (1) restroom unit for families of all ages to use. Due to years of use, the bathrooms have undergone significant wear and tear, and the staff would like to upgrade the bathrooms to provide a better experience for our residents and visitors.

CXT provided staff with a quote for the Cortez Bathroom model, a two-user, single-occupant, fully accessible flush restroom. This model will feature added amenities, including stainless steel water closets, stainless steel lavatories, electric hand dryers, electronic flush valves, anti-graffiti coating, an exterior frostproof hose bib with box, and an adult changing table in both restrooms. This model is like the one purchased for the Bienestar 9B park and East Community Park, which is scheduled to be installed this fiscal year. The quality of the restroom units, as well as the timeliness of delivery and installation, has been excellent. This would be the third pre-fabricated restroom installed. The Parks and Recreation Department would like to work with CXT again, following the positive experiences.

MOTION: Council Member Luis E. Cabrera/Council Member Esteban C. Rosales to approve the purchase of the pre-fabricated manufactured restroom unit in the amount of $24,103.61, as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Mayor Nieves Riedel	Aye

8. SUMMARY OF CURRENT EVENTS

Council Member Maria Cecilia Cruz reported she attended the South Yuma County Anti-Drug Coalition in Somerton. Their mission is to address drug use and alcohol in the border communities of South Yuma County through partnerships with key community members. One of the topics discussed was suicide prevention and provided statistics indicating that nearly 50,000 people in the U.S. died by suicide in the year 2023. She added that the coalition encourages speaking to those who show signs of wanting to die to prevent suicide.

Council Member Esteban C. Rosales reported that he, along with Council Member Lizeth Servin and Mr. Armando Esparza, Director of Economic Development, attended a presentation at Arizona Western College, where fellow leaders from the local and state levels discussed how their plan will impact communities.

Mayor Nieves Riedel reported that she attended the Human Resources Leadership Graduation earlier today.

Council Member Lizeth Servin added to Council Member Esteban C. Rosales' report, adding that they had the opportunity to speak to Senator Brian Fernandez, State Representatives Mariana Sandoval and Michelle Peña and approached the subject of transportation to Ms. Peña and informed her that YCIPTA applied to implement an internal transportation system in the city and asked Ms. Peña for her support. However, State Representative Peña stated that funding is minimal, and then Council Member Lizeth Servin asked her to advocate for the City of San Luis. On a separate note, she informed that she is asking the community to go out and support the local businesses not only on the 928 Day. She mentioned that some businesses are offering great discounts on this day, known as 928 Day, and thanked the Economic Development Department for introducing this initiative.

Council Member Luis E. Cabrera added to the 928 Day and said that this is not only something new that the Economic Development Department is working on, but it is also setting a precedent. The area code 928 is shared throughout Yuma County, Coconino County and some areas like Kingman and Flagstaff. He added that other municipalities are reaching out to Mr. Armando Esparza, Director of Economic Development, to learn how he achieved this, as those municipalities are also interested in implementing a similar approach. He thanked those businesses that have signed up and are supporting the 928 Day. He also invited everyone to the ribbon-cutting for the inclusive playground at Joe Orduño on September 30, 2025.

9. ADJOURNMENT

MOTION: Council Member Lizeth Servin/Council Member Esteban C. Rosales to adjourn the Regular Council meeting at approximately 6:53 p.m. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Maria Cecilia Cruz	Aye
Vice Mayor Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Mayor Nieves Riedel	Aye

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 24, 2025. 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 **6. B.**

Meeting Date: 10/22/2025

Summary

DISBURSEMENTS
From October 1, 2025 to October 14, 2025
Total $1,060,596.72
(One Million, Sixty Thousand, Five Hundred Ninety-Six Dollars and Seventy-Two Cents)

Attachments

Disbursements

City of San Luis
Finance Department

RECEIVED
OCT 16 2025
CITY CLERK'S OFFICE

COUNCIL MEETING OCTOBER 22, 2025
Disbursement Report from 10/01/2025 TO 10/14/2025

Bank Accounts	Check Date	Amount	Schedule
+Accounts Payable Check Account	10/02/2025	$ 161,784.43	Schedule A
Payroll Check Account	10/09/2025	$ 566,896.53	Schedule B
Payroll Check Account	10/09/2025	$ 3,917.03	Schedule C
Accounts Payable Check Account	10/09/2025	$ 327,998.73	Schedule D
	Total Disbursements:	**$ 1,060,596.72**	-

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: _____ RJ Encinas

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

City of San Luis

Payment Register

From Payment Date: 9/29/2025 - To Payment Date: 10/2/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
113381	10/02/2025	Open			Accounts Payable	AAED	$323.00		
113382	10/02/2025	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	$46.57		
113383	10/02/2025	Open			Accounts Payable	AT&T MOBILITY LLC	$9,235.42		
113384	10/02/2025	Open			Accounts Payable	ATP & ASSOCIATES, LLC.	$50.00		
113385	10/02/2025	Open			Accounts Payable	BILL ALEXANDER FORD	$504.50		
113386	10/02/2025	Open			Accounts Payable	BOJORQUEZ, MIGUEL	$200.00		
113387	10/02/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$2,960.95		
113388	10/02/2025	Open			Accounts Payable	CAMPA, JOAQUIN	$145.00		
113389	10/02/2025	Open			Accounts Payable	CENTURYLINK	$641.78		
113390	10/02/2025	Open			Accounts Payable	CODE PUBLISHING COMPANY	$352.50		
113391	10/02/2025	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	$205.65		
113392	10/02/2025	Open			Accounts Payable	DURHAM'S FLEET SERVICES LLC	$3,326.48		
113393	10/02/2025	Open			Accounts Payable	EDWARDS & AMATO P.C.	$6,875.00		
113394	10/02/2025	Open			Accounts Payable	ESPARZA, ARMANDO	$209.00		
113395	10/02/2025	Open			Accounts Payable	ESPARZA, JORGE	$90.00		
113396	10/02/2025	Open			Accounts Payable	GAITAN, CESAR	$91.00		
113397	10/02/2025	Open			Accounts Payable	HD SUPPLY, INC.	$9,404.71		
113398	10/02/2025	Open			Accounts Payable	HORIZON DISTRIBUTORS	$196.45		
113399	10/02/2025	Open			Accounts Payable	IMSA GARAGE DOORS LLC	$3,245.00		
113400	10/02/2025	Open			Accounts Payable	J2 ENGINEERING & ENVIR DESIGN LLC	$5,308.09		
113401	10/02/2025	Open			Accounts Payable	LIMON, ARTURO	$200.00		
113402	10/02/2025	Open			Accounts Payable	MARTIN'S CUSTOM CABINETS, LLC	$7,240.00		
113403	10/02/2025	Open			Accounts Payable	MUNOZ, ALDO	$90.00		
113404	10/02/2025	Open			Accounts Payable	PIERCE COLEMAN PLLC	$2,891.00		
113405	10/02/2025	Open			Accounts Payable	PRECIADO, ANDRES	$50.00		
113406	10/02/2025	Open			Accounts Payable	PRECISION UNIFORMS LLC	$170.75		
113407	10/02/2025	Open			Accounts Payable	SHERWIN WILLIAM	$1,429.41		
113408	10/02/2025	Open			Accounts Payable	SOLORZANO, PEDRO	$200.00		
113409	10/02/2025	Open			Accounts Payable	SOUTHWEST TURF SUPPLY	$1,884.59		
113410	10/02/2025	Open			Accounts Payable	STANDARD INSURANCE CO.	$1,787.44		
113411	10/02/2025	Open			Accounts Payable	XEROX CORPORATION	$1,216.02		
113412	10/02/2025	Open			Accounts Payable	YUMA COUNTY CHAMBER	$765.00		
113413	10/02/2025	Open			Accounts Payable	YUMA WINLECTRIC CO.	$66.48		
113414	10/02/2025	Open			Accounts Payable	COMBAT BRANDS, LLC	$1,191.37		
113415	10/02/2025	Open			Accounts Payable	TINOSI, INC.	$1,265.00		
Type Check Totals:					35 Transactions		$63,858.16		
EFT									
8374	10/02/2025	Open			Accounts Payable	AIRGAS, INC.	$2,759.14		
8375	10/02/2025	Open			Accounts Payable	AMAZON.COM SALES, INC.	$4,968.26		
8376	10/02/2025	Open			Accounts Payable	BILL ALEXANDER FORD	$427.85		
8377	10/02/2025	Open			Accounts Payable	BLT ASPHALT LLC	$1,323.38		
8378	10/02/2025	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$9,437.18		
8379	10/02/2025	Open			Accounts Payable	BORREGO BROTHERS, INC	$1,387.67		
8380	10/02/2025	Open			Accounts Payable	CDWG	$464.72		
8381	10/02/2025	Open			Accounts Payable	CSC OF YUMA	$983.25		
8382	10/02/2025	Open			Accounts Payable	CUEVAS, CHRISTIAN	$62.50		

SCHEDULE A

City of San Luis

Payment Register

From Payment Date: 9/29/2025 - To Payment Date: 10/2/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
8383	10/02/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$183.25		
8384	10/02/2025	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$781.76		
8385	10/02/2025	Open			Accounts Payable	DESERT WATER STORE INC	$79.70		
8386	10/02/2025	Open			Accounts Payable	ECOVERDE, LLC	$406.02		
8387	10/02/2025	Open			Accounts Payable	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.	$7,058.88		
8388	10/02/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$750.00		
8389	10/02/2025	Open			Accounts Payable	GARCIA, JESUS	$300.00		
8390	10/02/2025	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	$15,940.75		
8391	10/02/2025	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$4,966.00		
8392	10/02/2025	Open			Accounts Payable	LG ON SITE LLC	$162.79		
8393	10/02/2025	Open			Accounts Payable	MGC CONTRACTORS, INC	$1,097.10		
8394	10/02/2025	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	$590.00		
8395	10/02/2025	Open			Accounts Payable	PLOTTER DOCTORS, LLC	$1,216.47		
8396	10/02/2025	Open			Accounts Payable	POLAR ICE LLC	$193.75		
8397	10/02/2025	Open			Accounts Payable	REAL PURIFIED WATER LLC	$503.14		
8398	10/02/2025	Open			Accounts Payable	REPUBLIC SERVICES, INC.	$16,104.50		
8399	10/02/2025	Open			Accounts Payable	ROACH PEST CONTROL	$1,400.00		
8400	10/02/2025	Open			Accounts Payable	RUSH TRUCK CENTER	$8,068.78		
8401	10/02/2025	Open			Accounts Payable	SIRCHIE ACQUISITION COMPANY LLC	$101.64		
8402	10/02/2025	Open			Accounts Payable	SOUTHWEST MERCH LLC	$1,267.47		
8403	10/02/2025	Open			Accounts Payable	SPECTRUM BUSINESS	$208.97		
8404	10/02/2025	Open			Accounts Payable	STRONG, CAMERON, T	$845.00		
8405	10/02/2025	Open			Accounts Payable	SUPREME PLUMBING SOLUTIONS LLC	$600.00		
8406	10/02/2025	Open			Accounts Payable	ULINE, INC.	$3,727.76		
8407	10/02/2025	Open			Accounts Payable	UNITED ROTARY BRUSH CORP	$4,859.14		
8408	10/02/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$2,305.15		
8409	10/02/2025	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	$64.56		
8410	10/02/2025	Open			Accounts Payable	YUMA WINNELSON CO.	$1,644.87		
8411	10/02/2025	Open			Accounts Payable	ZOLL MEDICAL CORP	$684.87		
					38 Transactions		$97,926.27		

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

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	35	$63,858.16	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	35	$63,858.16	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	38	$97,926.27	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	38	$97,926.27	$0.00

City of San Luis

Payment Register

From Payment Date: 9/29/2025 - To Payment Date: 10/2/2025

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

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	$161,784.43	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	73	$161,784.43	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	35	$63,858.16	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	35	$63,858.16	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	38	$97,926.27	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	38	$97,926.27	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	73	$161,784.43	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	73	$161,784.43	$0.00

Guadalupe Canez

Digitally signed by: Guadalupe Canez
DN: CN = Guadalupe Canez email = gcanez@sanluisaz.gov C = AD
Date: 2025.10.02 11:21:25 -07'00'

Pay Day Register

Pay Date Range 09/20/25 - 10/03/25

Pay Batch 202521

Pay Batch 202521 Total

Employees in Pay Batch 353

Female Employees in Pay Batch 96

Hours Description	Hours	Gross
100 - REGULAR	26,294.2500	689,459.90
1000 - ADMIN LEAVE	120.0000	4,948.00
1001 - LEAVE WITHOUT PAY	84.0600	.00
1007 - ON CALL WORKED HOURS	13.2500	331.20
1009 - PART TIME	95.0000	1,508.07
1010 - PART TIME FIREFIGHTERS	119.5000	2,621.36
201 - OVERTIME	838.5000	35,278.92
202 - OP STONE GARDEN- O.T.	397.0000	22,165.72
2023 - FMLA - SICK LEAVE	121.8500	2,960.46
2038 - FMLA - LEAVE WITHOUT	109.7800	.00
210 - SRO	143.5000	4,186.63
300 - VACATION EARNED	1,395.3500	.00
301 - VACATION USED	1,042.3000	27,284.14
400 - SICK EARNED	1,329.8900	.00
405 - SCHEDULED SICK LEAVE	360.0100	8,927.31
406 - UNSCHEDULED SICK LEAVE	539.0000	12,722.54
501 - WC PUBLIC SAFETY USED	16.0000	726.88
502 - ON CALL PAY I.T.	.0000	100.00
503 - STAND-BY PAY	658.0000	1,316.00
900 - COMPENSATION EARNED	11.2500	.00
901 - COMPENSATION USED	.7500	22.03
9111 - First Responders	14.0000	329.96
940 - PD - EDU ASST	.0000	550.00
941 - PD - EDU BCHL	.0000	750.00
942 - PD - EDU MAST	.0000	100.00
951 - PD - K-9 HANDLER	.0000	100.00
952 - PD - PHLEBOTOMIS	.0000	150.00
953 - PD - COLLISION	.0000	150.00
956 - PD - MIDNIGHT SHFT	.0000	850.00
961 - FD - EDU ASST	.0000	650.00
962 - FD - EDU BACHL	.0000	225.00
965 - PD - STAND-BY PAY	.0000	2,101.00
967 - FD - SPECIAL ASSIGNEMNT	468.0000	936.00
968 - SRO 50	.0000	100.00
Total	34,171.2400	$821,551.12

Withholdings and Deductions		Gross Base
Gross	821,551.12	
Imputed Income		
FEDERAL TAX WITHHOLDING	47,378.83	702,841.71
SOCIAL SECURITY TAX	50,936.17	821,551.12
MEDICARE	11,912.26	821,551.12
STATE WITHHOLDING	14,726.02	702,841.71
AM. FIDELITY - HEALTH FSA	25.00	.00
AM. FIDELITY- ACCIDENT-POST	25.01	.00
AM. FIDELITY- ACCIDENT-PRE	471.55	.00
AM. FIDELITY- CANCER-POST	43.30	.00
AM. FIDELITY- CANCER-PRE TAX	157.40	.00
AM. FIDELITY- GCI -POST TAX	73.09	.00
AM. FIDELITY- GHI- PRE TAX	259.84	.00
AM. FIDELITY- LIFE -POST TAX	316.48	.00
AM. FIDELITY- TX LIFE -POST	178.44	.00
AZ COPS - SLPD	675.00	.00
AZ STATE RETIREMENT	57,725.01	484,930.99
CHILD SUPPORT 2	234.46	.00
DEFERRED COMP - ROTH	970.00	.00
DEFERRED COMP - ROTH	224.04	5,600.94
DEFERRED COMPENSATION	2,640.00	.00
DEFERRED COMPENSATION	1,168.64	8,833.50
FOP/ALC	495.00	.00
GARNISHMENT - CHILD	2,542.09	.00
IAFF- FIRE DEPT	1,450.00	.00
LEGAL SHIELD	59.31	.00
LONG TERM DISABILITY	681.45	484,930.99
MANHATTANLIFE ASSURANCE	96.51	.00
MEX ONLY DENTAL - EE &	201.52	.00
MEX ONLY DENTAL - EE &	439.56	.00
MEX ONLY DENTAL - EE &	192.36	.00
MEX ONLY HEALTH - EE & CH	596.40	.00
MEX ONLY HEALTH = S	523.80	.00
MEXICO ONLY HEALTH - EE &	2,612.70	.00
MEXICO ONLY HEALTH - EE &	536.76	.00
MISCELLANEOUS	622.36	.00
PAC FUND- FIRE DEPT.	116.00	.00
PS DEFERRED COMP - ROTH	805.00	.00
PS DEFERRED COMP - ROTH	457.37	5,520.21

Benefits		Gross Base
ASRS ALTERNATE	636.85	6,531.83
AZ STATE RETIREMENT	57,725.01	484,930.99
DENTAL = FAMILY	437.80	.00
LONG TERM DISABILITY	681.45	484,930.99
MEDICAL MEX ONLY - EE &	2,421.90	.00
MEDICAL MEX ONLY - EE &	10,609.80	.00
MEDICAL MEX ONLY - EE &	2,179.71	.00
MEDICAL MEX ONLY - EE ONLY	4,713.12	.00
MEX & US HEALTH = EE	58,921.92	.00
MEX ONLY DENTAL - EE &	156.64	.00
MEX ONLY DENTAL - EE &	341.64	.00
MEX ONLY DENTAL - EE &	149.52	.00
MEX ONLY DENTAL - EE ONLY	211.64	.00
PSPRS - ALTERNATE	223.30	2,791.28
PSPRS FIRE DB NORM - TIER 1	8,718.93	70,031.23
PSPRS FIRE DB NORM - TIER 2	643.96	5,172.35
PSPRS FIRE DB NORM - TIER 3	6,095.72	70,146.51
PSPRS FIRE DB UNFUND - TIER	1,596.70	70,031.23
PSPRS FIRE DB UNFUND - TIER	117.93	5,172.35
PSPRS FIRE DB UNFUND - TIER	1,684.29	67,640.67
PSPRS POLICE DB NORM - TIER	6,803.05	70,644.22
PSPRS POLICE DB NORM - TIER	1,383.75	14,369.17
PSPRS POLICE DB NORM - TIER	5,752.76	66,200.34
PSPRS POLICE DB UNFUND -	3,502.48	71,771.92
PSPRS POLICE DB UNFUND -	681.66	13,968.35
PSPRS POLICE DB UNFUND -	3,435.78	66,200.34
STANDARD STD	4,602.09	.00
U.S. MEX DENTAL - EE &	382.56	.00
U.S. MEX DENTAL - EE &	143.46	.00
US & MEX DENTAL - EE	3,137.28	.00
US & MEX HEALTH = C	27,253.52	.00
US & MEX HEALTH = FAMILY	30,504.90	.00
US & MEX HEALTH = SP	6,647.20	.00
VISION - SINGLE	1,251.80	.00
VSP- VISION	577.50	.00
WC PSPRS 17.28	194.87	1,127.70
Total	$254,522.49	

SCHEDULE B

Pay Day Register

Pay Date Range 09/20/25 - 10/03/25

Pay Batch 202521

PS DEFERRED COMP TIAA -	337.35	7,875.83
PS DEFERRED COMPENSATION	2,205.00	.00
PSPRS FIRE DB RATE - TIER 1a	4,368.93	57,109.93
PSPRS FIRE DB RATE - TIER 1b	988.49	12,921.30
PSPRS FIRE DB RATE - TIER 2	395.68	5,172.35
PSPRS FIRE DB RATE - TIER 3	6,095.72	70,146.51
PSPRS POLICE DB RATE - TIER	3,734.97	48,823.10
PSPRS POLICE DB RATE - TIER	1,669.32	21,821.12
PSPRS POLICE DB RATE - TIER 2	1,099.24	14,369.17
PSPRS POLICE DB RATE - TIER 3	5,752.76	66,200.34
STANDARD LIFE ADDTNL	868.50	.00
TRANSWESTERN MEXICAN	141.00	.00
U.S. MEX DENTAL - EE &	492.72	.00
U.S. MEX DENTAL - EE &	184.77	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	563.64	.00
US & MEX HEALTH = C	6,711.29	.00
US & MEX HEALTH = FAMILY	7,512.00	.00
US & MEX HEALTH = S	6,546.88	.00
US & MEX HEALTH = SP	1,636.90	.00
VSP - VISION CHILDREN	243.95	.00
VSP - VISION FAMILY	355.47	.00
VSP - VISION SPOUSE	167.28	.00
Net	$566,896.53	

Employer Taxes		Gross Base
MEDICARE	11,912.26	821,551.12
SOCIAL SECURITY TAX	50,936.17	821,551.12
SUTA/UNEMPLOYMENT	4,744.32	790,717.04
Total	$67,592.75	

Workers' Comp		Gross Base
Ambulance EMT Search &	3,731.36	78,555.67
ANIMAL CONTROL OFFICERS	84.17	3,740.66
ATTORNEY- ALL & CLERICAL-	74.69	33,962.54
AUTO SERVICE/ REPAIR	329.14	11,797.21
BUILDING- NOC OPER BY	702.59	19,408.49
BUS COMPANY AND DRIVERS	83.99	1,521.61
CLERICAL OFFICE/ LIBRARY/	453.80	189,061.88
Electrician	73.78	2,349.60
FIREFIGHTERS & DRIVERS	3,904.26	82,195.54
GARBAGE/ ASH/ REFUSE	685.20	10,963.14
Homemaker Service	44.24	1,931.63
Motion Picture Production	16.73	2,573.09
MUNICIPAL/ TOWN/	907.18	51,838.61
PARKS- NOC ALL EMPLOYEES	891.02	28,741.25
POLICE OFFICERS	8,440.13	177,686.41
RECREATION- ALL EMPLOYEES/	280.42	20,467.92
SEWAGE DISPOSAL/ PLANT	1,295.06	37,646.49
Street or Road Construction	3,307.29	37,455.25
WATERWORKS OPERATIONS	1,029.01	29,654.13
Total	$26,334.06	

Direct Deposits	Amount
1st Bank Yuma	38,587.81
ACADEMY BANK	2,809.65
Ally Bank	1,588.21
America First	1,660.88
AVENIR FINANCIAL	46,906.77
Bank of America	6,478.38
Bankcorp	200.00
BANKCORP BANK	1,716.70
CAPITAL ONE	1,852.80
Charles Sch	250.00
Chase Bank	261,310.99
CHASE BANK CA	3,001.37
CHASE BANK MORGAN	1,772.79
CHASE BANK TX	1,500.00

Pay Day Register

Pay Date Range 09/20/25 - 10/03/25
Pay Batch 202521

chase centro	2,113.53
discover	400.00
FF CREDIT UNION	2,408.85
FIDELITY	409.08
FIREFIGHTER FIRST CREDIT UNION	14,801.35
HUGHES FCU	2,053.39
JP Morgan Chase	1,254.21
MECHNICS BANK	268.56
National Bank	1,350.82
Navy Federal	38,168.72
NBKC Bank - Acorns	1,068.60
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	841.09
PATHWARD	1,509.17
SOFI BANK	3,097.44
Sunbank	2,352.88
THE FOOTHILLS BANK	769.11
USAA FEDERAL SAVING	3,930.90
VANTAGE WEST	2,167.20
WASHINGTON FEDERAL	1,335.47
Wells Fargo	100,383.36
WELLS FARGO ARKANSAS	1,909.03
WELLS FARGO CA	3,814.76
WELLS FARGO CALE	898.44
WELLS FARGO YUMA	2,912.93
Total	$559,975.24
Check	$6,921.29

Miguel M. Ramirez

Digitally signed by: Miguel M. Ramirez
DN: CN = Miguel M. Ramirez email = mramirez@sanluisaz.gov C = AD O = City of San Luis, Finance Dept.
Date: 2025.10.09 16:46:59 -07'00'

Pay Day Register

Pay Date Range 10/01/25 - 10/31/25
Pay Batch 202510M

Pay Batch 202510M Total

Employees in Pay Batch 7
Female Employees in Pay Batch 3

Hours Description	Hours	Gross
102 - SALARY	.0000	7,550.00
Total	0.0000	$7,550.00

Withholdings and Deductions		Gross Base
Gross	7,550.00	
Imputed Income		
FEDERAL TAX WITHHOLDING	126.93	4,738.86
SOCIAL SECURITY TAX	468.10	7,550.00
MEDICARE	109.48	7,550.00
STATE WITHHOLDING	114.24	4,738.86
ASRS Council	260.92	2,200.00
ASRS LTD Council	3.08	2,200.00
Council Retirement EORP	117.00	900.00
Dental Council	133.33	.00
EODCRS - COUNCIL	356.00	4,450.00
EODCRS - DISABILITY	6.23	4,450.00
Medical Council	1,895.84	.00
Vision Council	41.82	.00
Net	$3,917.03	

Benefits		Gross Base
ASRS Council	260.92	2,200.00
ASRS LTD Council	3.08	2,200.00
ASRS/EORP - LEGACY RATE	1,291.40	2,200.00
Dental Council	249.44	.00
EODCRS - COUNCIL	267.00	4,450.00
EODCRS - DISABILITY	6.23	4,450.00
EODCRS/EORP LEGACY RATE	2,385.65	4,450.00
Health Council	8,881.85	.00
Retirement Council EORP	636.30	900.00
Vision Council	76.98	.00
Total	$14,058.85	

Employer Taxes		Gross Base
MEDICARE	109.48	7,550.00
SOCIAL SECURITY TAX	468.10	7,550.00
SUTA/UNEMPLOYMENT	45.30	7,550.00
Total	$622.88	

Workers' Comp		Gross Base
MUNICIPAL/ TOWN/	132.13	7,550.00
Total	$132.13	

Direct Deposits	Amount
1st Bank Yuma	1,326.34
CAPITAL ONE	651.91
Chase Bank	1,227.08
Navy Federal	104.92
Wells Fargo	606.78
Total	$3,917.03

Check $0.00

Miguel M. Ramirez

Digitally signed by: Miguel M. Ramirez
DN: CN = Miguel M. Ramirez email = mramirez@sanluisaz.gov C = AD O = City of San Luis, Finance Dept.
Date: 2025.10.09 16:47:58 -07'00'

SCHEDULE C

Payment Register

From Payment Date: 10/6/2025 - To Payment Date: 10/9/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
113416	10/07/2025	Open			Utility Management Refund	A & F HOME BUILDERS C/O G FUENTES	$20.34		
113417	10/07/2025	Open			Utility Management Refund	AGUIRRE, SYLVIA	$4.91		
113418	10/07/2025	Open			Utility Management Refund	ALBARRAN GUSTAVO & MARQUEZ ZIOMARA	$1.28		
113419	10/07/2025	Open			Utility Management Refund	ANGELES, SALVADOR	$19.97		
113420	10/07/2025	Open			Utility Management Refund	BRIONES DENNIS & HERNANDEZ ROBERTO	$0.44		
113421	10/07/2025	Open			Utility Management Refund	CAMPA LUCAS & MARIA DE CARMEN	$39.94		
113422	10/07/2025	Open			Utility Management Refund	CARRASCO'S PROPERTIES LLC	$10.98		
113423	10/07/2025	Open			Utility Management Refund	COMITE DE BIENESTAR INC	$20.36		
113424	10/07/2025	Open			Utility Management Refund	COMITE DE BIENESTAR INC	$14.35		
113425	10/07/2025	Open			Utility Management Refund	GALVAN MEJIA, BIANEY	$98.89		
113426	10/07/2025	Open			Utility Management Refund	GONZALEZ, ANA P & DANIEL A	$100.00		
113427	10/07/2025	Open			Utility Management Refund	GONZALEZ, DAVID P	$109.45		
113428	10/07/2025	Open			Utility Management Refund	LOPEZ, MARIA	$20.34		
113429	10/07/2025	Open			Utility Management Refund	LRC CONSTRUCTION LLC	$0.99		
113430	10/07/2025	Open			Utility Management Refund	MEDINA, JUAN A & KYARA MORAN-LARDIN	$39.34		
113431	10/07/2025	Open			Utility Management Refund	OCHOA HUGUES, CESAR, TADEO	$766.04		
113432	10/07/2025	Open			Utility Management Refund	PADILLA, ALFREDO	$0.01		
113433	10/07/2025	Open			Utility Management Refund	PADILLA, MARTIN	$114.75		
113434	10/07/2025	Open			Utility Management Refund	PUENTE, ARIADNA & GERARDO A RIVERA	$121.75		
113435	10/07/2025	Open			Utility Management Refund	SALAZAR, JOSE M.	$19.90		
113436	10/07/2025	Open			Utility Management Refund	TUNNELL, AMMON M & LESLYE Y	$50.06		
113437	10/07/2025	Open			Utility Management Refund	VAZQUEZ EDUARDO FAMILY WEALTH TRUST 10-19-2011	$20.34		
113438	10/08/2025	Open			Accounts Payable	BOBBY'S TERRITORIAL H-D	$1,014.75		
113439	10/09/2025	Open			Accounts Payable	ABACUS FORENSIC POLYGRAPH, LLC	$275.00		
113440	10/09/2025	Open			Accounts Payable	ABBEY'S PAINTING LLC	$4,500.00		
113441	10/09/2025	Open			Accounts Payable	AFFORDABLE TOWING AND ROAD SERVICE	$340.00		

SCHEDULE D

Payment Register

From Payment Date: 10/6/2025 - To Payment Date: 10/9/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
113442	10/09/2025	Open			Accounts Payable	APS	$50.00		
113443	10/09/2025	Open			Accounts Payable	ARANDA, DANIEL	$200.00		
113444	10/09/2025	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	$2,057.37		
113445	10/09/2025	Open			Accounts Payable	ASTORGA, ERICK	$91.00		
113446	10/09/2025	Open			Accounts Payable	AVILA, LUCA	$240.00		
113447	10/09/2025	Open			Accounts Payable	BARAJAS GUTIERREZ, MARY	$1,073.50		
113448	10/09/2025	Open			Accounts Payable	BIG 5 CORP	$448.65		
113449	10/09/2025	Open			Accounts Payable	BOTELLO, EMMANUEL	$91.00		
113450	10/09/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$4,183.73		
113451	10/09/2025	Open			Accounts Payable	C & I SHOW HARDWARE AND SECURITY SYSTEMS, INC.	$232.58		
113452	10/09/2025	Open			Accounts Payable	CASTILLO URIBE, KYARA, ROBERTHA	$75.00		
113453	10/09/2025	Open			Accounts Payable	CASTILLO'S SOUTHWEST TOWING LLC.	$165.00		
113454	10/09/2025	Open			Accounts Payable	CENTURYLINK	$5,501.27		
113455	10/09/2025	Open			Accounts Payable	CENTURYLINK	$60.05		
113456	10/09/2025	Open			Accounts Payable	COMITE DE BIENESTAR INC	$2,931.60		
113457	10/09/2025	Open			Accounts Payable	COMMERCIAL ENERGY SPECIALISTS, LLC	$2,598.31		
113458	10/09/2025	Open			Accounts Payable	CORE & MAIN LP	$652.07		
113459	10/09/2025	Open			Accounts Payable	CRUZ, MARIA, CECILIA	$69.00		
113460	10/09/2025	Open			Accounts Payable	CRUZ VASQUEZ, BERENICE	$75.00		
113461	10/09/2025	Open			Accounts Payable	DAHL, ROBINS & ASSOCIATES, INC	$4,975.00		
113462	10/09/2025	Open			Accounts Payable	DIAZ BARAJAS, MAYRA	$500.00		
113463	10/09/2025	Open			Accounts Payable	EMPIRE MACHINERY	$2,126.01		
113464	10/09/2025	Open			Accounts Payable	ERFERT, RICK	$948.37		
113465	10/09/2025	Open			Accounts Payable	FIREFIGHTER SELECTION, INC.	$300.00		
113466	10/09/2025	Open			Accounts Payable	FREIGHTLINER OF ARIZONA, LLC	$393.56		
113467	10/09/2025	Open			Accounts Payable	G&T ALARM CO LLC	$180.00		
113468	10/09/2025	Open			Accounts Payable	GASTELUM RASCON, SANTIAGO, YAHEL	$240.00		
113469	10/09/2025	Open			Accounts Payable	GONZALEZ, MARLENY	$209.00		
113470	10/09/2025	Open			Accounts Payable	HD SUPPLY, INC.	$164.92		
113471	10/09/2025	Open			Accounts Payable	HERNANDEZ, SAMUEL	$200.00		
113472	10/09/2025	Open			Accounts Payable	IGLESIA BAUTISTA GETHSEMANI AND	$100,000.00		
113473	10/09/2025	Open			Accounts Payable	INTEGRATED MEDICAL EVALUATIONS, INC	$3,100.00		
113474	10/09/2025	Open			Accounts Payable	IRON MOUNTAIN INC	$273.43		
113475	10/09/2025	Open			Accounts Payable	JAY'S ELECTRIK LLC	$371.54		
113476	10/09/2025	Open			Accounts Payable	LARA, ADRIANA	$1,917.90		
113477	10/09/2025	Open			Accounts Payable	MONTES, ARNOLD	$285.24		
113478	10/09/2025	Open			Accounts Payable	NUNO, JAVIER	$260.00		
113479	10/09/2025	Open			Accounts Payable	OROPEZA, YONNUEN	$171.60		
113480	10/09/2025	Open			Accounts Payable	PACHECO, CARLOS	$209.00		
113481	10/09/2025	Open			Accounts Payable	PEREDA, JOSE	$91.00		
113482	10/09/2025	Open			Accounts Payable	PRIETO, ERNESTO	$91.00		
113483	10/09/2025	Open			Accounts Payable	PULIDO AYALA, JESUS, I	$240.00		
113484	10/09/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	$195.00		

City of San Luis

Payment Register

From Payment Date: 10/6/2025 - To Payment Date: 10/9/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
113485	10/09/2025	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	$1,825.11		
113486	10/09/2025	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	$104.75		
113487	10/09/2025	Open			Accounts Payable	REYES BARRIOS, ERICK, ALAN	$456.00		
113488	10/09/2025	Open			Accounts Payable	RUNBECK ELECTION SERVICES, INC	$15,401.28		
113489	10/09/2025	Open			Accounts Payable	SANDOVAL GARCIA, DANYAEL	$60.00		
113490	10/09/2025	Open			Accounts Payable	TAFOYA, DANIEL	$209.00		
113491	10/09/2025	Open			Accounts Payable	TAQUERIA AGUILAR LLC	$166.07		
113492	10/09/2025	Open			Accounts Payable	WAL-MART	$120.00		
113493	10/09/2025	Open			Accounts Payable	XEROX CORPORATION	$833.87		
113494	10/09/2025	Open			Accounts Payable	YUMA COUNTY SUPERIOR COURT	$16,812.96		
113495	10/09/2025	Open			Accounts Payable	YUMA WINLECTRIC CO.	$1,793.95		
113496	10/09/2025	Open			Accounts Payable	ZARAGOZA, JOSE	$91.00		
113497	10/09/2025	Open			Accounts Payable	ZARAGOZA, LETICIA	$130.00		
113498	10/09/2025	Open			Accounts Payable	ZAVALA, ISABEL	$150.00		
113499	10/09/2025	Open			Accounts Payable	SANFORD, JAMES	$7,411.53		
Type Check Totals:					84 Transactions		$191,527.40		
EFT									
8414	10/09/2025	Open			Accounts Payable	AIRGAS, INC.	$3,703.08		
8415	10/09/2025	Open			Accounts Payable	AMAZON WEB SERVICES INC	$1.98		
8416	10/09/2025	Open			Accounts Payable	AMBERLY'S PLACE	$110.18		
8417	10/09/2025	Open			Accounts Payable	AMERICAN HEART ASSOCIATION, INC.	$785.90		
8418	10/09/2025	Open			Accounts Payable	ARIZONA LAW ENFORCEMENT RADAR TECHNOLOGY	$3,151.24		
8419	10/09/2025	Open			Accounts Payable	BLT ASPHALT LLC	$661.69		
8420	10/09/2025	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$1,133.79		
8421	10/09/2025	Open			Accounts Payable	CDWG	$420.01		
8422	10/09/2025	Open			Accounts Payable	CITY OF YUMA	$17,722.35		
8423	10/09/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$145.50		
8424	10/09/2025	Open			Accounts Payable	DESERT WATER STORE INC	$424.06		
8425	10/09/2025	Open			Accounts Payable	DIGITAL ROOM LLC	$157.26		
8426	10/09/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$540.00		
8427	10/09/2025	Open			Accounts Payable	FRUTH GROUP INC	$2,730.23		
8428	10/09/2025	Open			Accounts Payable	GARCIA, JESUS	$336.00		
8429	10/09/2025	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	$15,940.75		
8430	10/09/2025	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$3,455.00		
8431	10/09/2025	Open			Accounts Payable	HIREQUEST LLC	$622.70		
8432	10/09/2025	Open			Accounts Payable	KEITHLY-WILLIAMS SEED, INC.	$4,364.45		
8433	10/09/2025	Open			Accounts Payable	LOOMIS	$1,839.34		
8434	10/09/2025	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	$336.00		
8435	10/09/2025	Open			Accounts Payable	MAYA'S CONSTRUCTION LLC.	$1,460.50		
8436	10/09/2025	Open			Accounts Payable	MN8 ENERGY OPERATING COMPANY LLC	$24,938.03		
8437	10/09/2025	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	$9,500.00		

City of San Luis

Payment Register

From Payment Date: 10/6/2025 - To Payment Date: 10/9/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
8438	10/09/2025	Open			Accounts Payable	RAMIREZ ADVISORS INTER-NATIONAL,LLC	$7,500.00		
8439	10/09/2025	Open			Accounts Payable	REAL PURIFIED WATER LLC	$225.38		
8440	10/09/2025	Open			Accounts Payable	RM GRAPHICS LLC	$874.36		
8441	10/09/2025	Open			Accounts Payable	ROACH PEST CONTROL	$515.00		
8442	10/09/2025	Open			Accounts Payable	RUSH TRUCK CENTER	$4,999.99		
8443	10/09/2025	Open			Accounts Payable	SEBIS DIRECT INC.	$3,150.33		
8444	10/09/2025	Open			Accounts Payable	SIMS MACKIN, LTD.	$597.50		
8445	10/09/2025	Open			Accounts Payable	STRONG, CAMERON, T	$2,028.00		
8446	10/09/2025	Open			Accounts Payable	SWIFT GROUP LLC	$199.32		
8447	10/09/2025	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	$318.00		
8448	10/09/2025	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	$368.00		
8449	10/09/2025	Open			Accounts Payable	YUMA COUNTY SHERIFF'S OFFICE	$165.00		
8450	10/09/2025	Open			Accounts Payable	YUMA NURSERY LLC	$21,005.27		
8451	10/09/2025	Open			Accounts Payable	YUMA WINNELSON CO.	$45.14		
Type EFT Totals:					38 Transactions		$136,471.33		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	84	$191,527.40	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	84	$191,527.40	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	38	$136,471.33	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	38	$136,471.33	$0.00

City of San Luis

Payment Register

From Payment Date: 10/6/2025 - To Payment Date: 10/9/2025

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

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	122	$327,998.73	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	122	$327,998.73	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	84	$191,527.40	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	84	$191,527.40	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	38	$136,471.33	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	38	$136,471.33	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	122	$327,998.73	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	122	$327,998.73	$0.00

Guadalupe Canez

Digitally signed by: Guadalupe Canez
DN: CN = Guadalupe Canez email = gcanez@sanluissz.gov C = AD
Date: 2025.10.09 10:56:15 -07'00'

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. A.**

Meeting Date: 10/22/2025
Department Head: Jenny Torres, Acting City Manager, Administration
Submitted By: Jenny Torres, Acting City Manager, Administration
Action Requested: Motion

ITEM:

Discussion and possible action item on any and all matters regarding the Employee Recognition Event. **(Mayor Nieves Riedel)**

SUMMARY:

The San Luis City Council approved the Fiscal Year 2026 budget, reducing funding for several employee and community events. The Human Resources Department budgeted $35,000.00 for the event and would begin planning in June, reserving the music, food, hall, and all necessary vendors. The employee recognition event was reduced due to limited funding.

Council can direct staff to proceed with the event, but funding would need to be allocated. The following funding options are provided.

* Council Contingency:	$180,000.00
* Council Travel and Per Diem :	$47,355.00
* Council Conference & Registrations:	$13,304.00
*Council Salaries:	$61,600.00

If the Council directs staff to proceed, staff proposes December 13th for the event.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE ADDING THE EMPLOYEE RECOGNITION EVENT AND APPROVE A BUDGET TRANSFER OF $35,000.00 FROM COUNCIL BUDGET TO HUMAN RESOURCES BUDGET.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$35,000.00
BUDGETED AMOUNT:	$0.00
AVAILABLE AMOUNT TO TRANSFER:	See Fiscal Impact
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See Fiscal Impact

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

The Administration is recommending the following funding options to allocate funding for this event.

* Council Contingency: $180,000.00
* Council Travel and Per Diem : $47,355.00
* Council Conference & Registrations: $13,304.00
* Council Salaries: $61,600.00

Finance will transfer from the Council budget account 100-110-XXXX to the Human Resource budget account #100-125-80005.

Attachments

Employee and Community Events

City of San Luis

Budget FY2026- Reduction in Employees and Community Events

	Department Request Budget	Proposed Continuation Budget	Reduction Amount
City Council			
Community Grant Award	70,000	-	(70,000)
Greater Yuma Port Authority	50,000	-	(50,000)
Human Resources			
Employee Recognition Event	35,000	-	(35,000)
Picnic	15,000	-	(15,000)
Cultural Center			
Arte en la Calle	18,000	-	(18,000)
Dia de Muertos event	2,000	-	(2,000)
Holiday of Lights Parade	12,000	-	(12,000)
Mascota Mania	12,000	-	(12,000)
Miss San Luis Platform Event & Conference	1,500	-	(1,500)
Miss San Luis Scholarship Pageant	13,000	-	(13,000)
Neighborhood Cultural Outreach	2,000	-	(2,000)
Noche Mexicana	6,000	-	(6,000)
Semana de la Mujer	2,000	-	(2,000)
Senior's Art Day	1,500	-	(1,500)
Summer Camp	2,000	-	(2,000)
Summer Recital	750	-	(750)
Tree Lighting Ceremony	12,000	-	(12,000)
Trick or Treat activity at the CC	1,000	-	(1,000)
Winter Recital	750	-	(750)
Recreation			
3K/5K color run with the San Luis Rotary Club	2,500	-	(2,500)
Exhibition Baseball Game	12,000	-	(12,000)
Instructors Gratitude Dinner	5,000	-	(5,000)
International Physical Activity Day with YCPHSD	2,000	-	(2,000)
Year Round Sports Clinics	4,000	-	(4,000)
Youth Center			
Boxing Exhibition Show	4,000	-	(4,000)
Christmas Posada	2,000	-	(2,000)
Dia del Nino	12,000	-	(12,000)
Easter Egg Hunt	6,500	-	(6,500)
Gratitude Dinner	2,000	-	(2,000)
Safety Event	8,000	-	(8,000)
Spooktacular Festival	25,000	-	(25,000)
Municipal Pool			
Summer Opening Event	2,000	2,000	-
Parks & Rec. Administration			
4th of July Event	180,000	100,000	(80,000)
Asado & Brew Festival, A Founders Day Celebration	100,000	80,000	(20,000)
Grand Totals	**$ 623,500**	**$ 182,000**	**$ (441,500)**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. B.**

Meeting Date: 10/22/2025
Department Head: Kay Macuil, City Attorney, Attorney's Office
Submitted By: Kay Macuil, City Attorney, Attorney's Office
Action Requested: Motion

ITEM:

Discussion and possible directions to staff on any and all matters regarding the San Luis December 2025 Holiday Light Parade. **(Jenny Torres, Acting City Manager)**

SUMMARY:

The San Luis City Council approved the Fiscal Year 2026 budget, reducing funding for several employee and community events. The Parks and Recreation Department budgeted $12,000.00 for the event and $4,000.00 for staff overtime, totaling $16,000.00. The light parade event was reduced from the budget due to limited funding.

Council can direct staff to proceed with the event, but funding would need to be allocated. The following funding options are provided.

* Council Contingency:	$180,000.00
* Council Travel and Per Diem :	$47,355.00
* Council Conference & Registrations:	$13,304.00
* Council Salaries:	$61,600.00

If the Council directs staff to proceed, staff will work with event participants to select a feasible date for the parade. Parks staff suggested December 4th or December 11th for the event.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE ADDING THE DECEMBER 2025 HOLIDAY LIGHT PARADE AND APPROVE A BUDGET TRANSFER OF $16,000.00 FROM COUNCIL BUDGET TO PARKS BUDGET.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$16,000.00
BUDGETED AMOUNT:	$0.00
AVAILABLE AMOUNT TO TRANSFER:	See Fiscal Impact
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	See Fiscal Impact

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

The Administration is recommending the following funding options to allocate funding for this event.

* Council Salaries :	$61,600.00
* Council Contingency:	$180,000.00
* Council Travel and Per Diem :	$47,355.00
* Council Conference & Registrations:	$13,304.00

Finance will transfer from the Council contingency budget account 100-110-XXXX to the Parks budget account #100-149-80005.

Attachments

Employee and Community Events

City of San Luis

Budget FY2026- Reduction in Employees and Community Events

	Department Request Budget	Proposed Continuation Budget	Reduction Amount
City Council			
Community Grant Award	70,000	-	(70,000)
Greater Yuma Port Authority	50,000	-	(50,000)
Human Resources			
Employee Recognition Event	35,000	-	(35,000)
Picnic	15,000	-	(15,000)
Cultural Center			
Arte en la Calle	18,000	-	(18,000)
Dia de Muertos event	2,000	-	(2,000)
Holiday of Lights Parade	12,000	-	(12,000)
Mascota Mania	12,000	-	(12,000)
Miss San Luis Platform Event & Conference	1,500	-	(1,500)
Miss San Luis Scholarship Pageant	13,000	-	(13,000)
Neighborhood Cultural Outreach	2,000	-	(2,000)
Noche Mexicana	6,000	-	(6,000)
Semana de la Mujer	2,000	-	(2,000)
Senior's Art Day	1,500	-	(1,500)
Summer Camp	2,000	-	(2,000)
Summer Recital	750	-	(750)
Tree Lighting Ceremony	12,000	-	(12,000)
Trick or Treat activity at the CC	1,000	-	(1,000)
Winter Recital	750	-	(750)
Recreation			
3K/5K color run with the San Luis Rotary Club	2,500	-	(2,500)
Exhibition Baseball Game	12,000	-	(12,000)
Instructors Gratitude Dinner	5,000	-	(5,000)
International Physical Activity Day with YCPHSD	2,000	-	(2,000)
Year Round Sports Clinics	4,000	-	(4,000)
Youth Center			
Boxing Exhibition Show	4,000	-	(4,000)
Christmas Posada	2,000	-	(2,000)
Dia del Nino	12,000	-	(12,000)
Easter Egg Hunt	6,500	-	(6,500)
Gratitude Dinner	2,000	-	(2,000)
Safety Event	8,000	-	(8,000)
Spooktacular Festival	25,000	-	(25,000)
Municipal Pool			
Summer Opening Event	2,000	-	(2,000)
Parks & Rec. Administration			
4th of July Event	180,000	100,000	(80,000)
Asado & Brew Festival, A Founders Day Celebration	100,000	80,000	(20,000)
Grand Totals	**$ 623,500**	**$ 180,000**	**$ (443,500)**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. C.**

Meeting Date: 10/22/2025

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 the purchase of police vehicle routers and antennas using AZDEMA Grant Funds. **(Alan Guevara, Lieutenant)**

SUMMARY:

The City of San Luis Police Department (SLPD) has been awarded a total of $50,761.44 in grant funds to support materials and supplies: Vehicle Antennas, from the Arizona Department of Military Affairs. The SLPD plans to use the funding to purchase Routers and Antennas from Code 3 Technology, who have provided a quote in the amount of $54,523.62 including tax. Two other quotes have also been obtained. Onpoint upfitters have provided a quote in the amount of $57,194.00, and PCS in the amount of $69,390.16.

The additional $3,762.18 needed to complete the purchase will be taken from the General Fund Non-Departmental Department account number 100-999-90000 Capital Outlay-Equipment.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF ROUTERS AND ANTENNAS FOR THE POLICE DEPARTMENT AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$54,523.62
BUDGETED AMOUNT:	$50,761.44
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Police Equipment Border Security DEMA Grant/250-181-90000

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

Funds have been provided for this equipment from AZDEMA in the amount of $50,761.44; The remaining amount of $3,762.18 will be taken from the General Fund Non-Departmental Department GL account 100-999-90000 Capital Outlay-Equipment.

Attachments

Code 3 Quote

On Point Upfitters Quote

PCS Quote

PROPOSAL

Date: 8/26/2025
QUOTE: 25-513

Lt. Alan Guevara
San Luis Police Department
1030 E. Union St.
San Luis, AZ 85349
928-341-2420

Thanks for your business!
Quote expires **11/14/2025***

Customer ID SLPDAZ001

Salesperson	Project	Payment Terms	Contract#
Jim Boubelik	Routers / Antennas / Install	Net 30	

Part#	Description	Qty	Unit Price	Ext. Price
MB05-R980-5GD-A	CRADLEPOINT 5-yr NetCloud Mobile Performance Router Essentials Plan, and R980 Router with WiFi (5G modem 4FF SIM slots, and embedded eSIM)	23	$1355	$31,165
PTA7AS4L2WG15B	Parsec Australian Shepherd 7:1 Antenna, IP67, 5G, 600 GHz-6 GHz Antenna; 4 CELL, 2 WIFI,GPS (Black) SMA male connectors with (7) 15 ft. cables; Bolt length 0.7 inches, Cradlepoint certified antenna.	23	$399	$9177
C3T-INSTALL	Professional Onsite Installation: Install of mounting hardware, vehicle dock, power supply, charge guard, router, antenna, labor, misc parts.	19	$519	$9861
			Subtotal	$50,203.00
			Sales Tax	$4320.00
			Shipping	$0.00
			Total	**$54,523.62**





*We offer financing & Leasing, device buyback, and rugged device insurance coverage, just ask!
*CCs add 2.89%. Purchasing contracts add 1-2% (GSA, OMNIA, NCPA, Sourcewell, PEPPM, SLP, DIR)

OnPoint Public Safety LLC
SHOP: 2533 River Road, Piedmont, SC 29673
MAILING: 3504 Hwy 153 #301
Greenville, SC 29611
(855) 508-7348
sales@onpt.us
onpt.us

Estimate #1112

Created: 09/19/2025 at 11:41PM
Payment Term: On Receipt
Service Writer: Stephen Baxley

San Luis Police Department (AZ)
AGuevara@sanluisaz.gov

Cradlepoint Systems

CRADLEPOINT 5-yr NetCloud Mobile Performance Router Essentials Plan, and R980 Router with WiFi (5G modem 4FF SIM slots, and embedded eSIM)

Description	Price	QTY	Subtotal
Part: MB05-R980-5GD-A	$1,399.00	23	$32,177.00
			Total: $32,177.00

Parsec Antenna

Parsec Australian Shepherd 7:1 Antenna, IP67, 5G, 600 GHz-6 GHz Antenna; 4 CELL, 2 WIFI,GPS (Black) SMA male connectors with (7) 15 ft. cables; Bolt length 0.7 inches, Cradlepoint certified antenna.

Description	Price	QTY	Subtotal
Part: PTA7AS4L2WG15B	$449.00	23	$10,327.00
			Total: $10,327.00

Contract Partner Installation

Professional Onsite Installation: Install of mounting hardware, vehicle dock, power supply, charge guard, router, antenna, labor, misc part

Description	Subtotal
Fee: Installation 19 units	$10,980.00
	Total: $10,980.00

Sales Tax

Description	Subtotal
Fee: Sales Tax	$3,710.00
	Total: $3,710.00

OnPoint Public Safety LLC
SHOP: 2533 River Road, Piedmont, SC 29673
MAILING: 3504 Hwy 153 #301
Greenville, SC 29611
(855) 508-7348
sales@onpt.us
onpt.us

Estimate #1112

Created: 09/19/2025 at 11:41PM
Payment Term: On Receipt
Service Writer: Stephen Baxley

Thank you for choosing OnPoint Upfitters! This is an estimate based on the details and equipment you have requested. Once you approve we will order the equipment needed to complete your installation.

Lifetime Warranty on our service, quality and labor - As long as the original purchasing agency maintains the vehicle, we will resolve any install related failures as long as you own the vehicle. The warranty of the product follows that manufacturers guidelines.

We will respond to your location within 5 hours of our shop for warranty failures within the first year of delivery. After year one, the client agency is responsible to bring the vehicles to our location for warranty resolution.

Signature _____

This shop charges a 3% credit card processing fee.

Parts	$42,504.00
Subtotal	$42,504.00
Shop Supplies	$0.00
EPA	$0.00
Fees	$14,690.00
Tax	$0.00
Grand Total	**$57,194.00**
Paid to Date	($0.00)
REMAINING BALANCE	**$57,194.00**

Main: 305-667-0633

Email: npesu@pcsusa.net

Web: www.pcsusa.net

Simplify with Technology

We have prepared a quote for you

Cradlepoint Vehicle Refresh

Quote # 016824
Version 1

Prepared for:

City of San Luis - AZ

Prepared by:

PC Solutions & Integration

Main: 305-667-0633
Email: npesu@pcsusa.net
Web: www.pcsusa.net

Cradlepoint Vehicle Refresh

Quote Information:

Quote #: 016824
Version: 1
Delivery Date: 08/15/2025
Expiration Date: 12/31/2025

Prepared for:

City of San Luis - AZ
1090 East Union Street
San Luis, AZ 85349
Fernando Corona
(928) 341-8579
fcorona@sanluisaz.gov

Prepared by:

PC Solutions & Integration
Nick Pesu
480-549-0029
Fax 305-667-0618
npesu@pcsusa.net

Products

Line #	Part #	Product Description	Price	Qty	Ext. Price
1	MB05-19005GB-GA	CRADLEPOINT 5-yr NetCloud Mobile Performance Essentials Plan and R1900 router with WiFi (5G modem), no AC power supply or antennas, Global	$2,099.30	19	$39,886.70
2	MAX1007.K.001	TaoGlas 7-in-1 Raptor MAX Permanent Mount Antenna 5m, 1*GNSS L1/L5, 4*5G/4G, 2*Wi-Fi, with SMA(M)/RP-SMA(M) with Braided Cable Assembly	$363.34	19	$6,903.46
3	PCS-INSTALL	SEE ATTACHED SOW FOR DETAILS	$22,600.00	1	$22,600.00
				Subtotal:	**$69,390.16**

Quote Summary

Description	Amount
Products	$69,390.16
Total:	$69,390.16

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

1GPA CONTRACT # 25-09PV-06

Main: 305-667-0633

Email: npesu@pcsusa.net

Web: www.pcsusa.net

PC Solutions & Integration

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. D.**

Meeting Date: 10/22/2025
Department Head: Angel Ramirez, Fire Chief, Fire Department
Submitted By: Angel Ramirez, Fire Chief, Fire Department
Action Requested: Motion

ITEM:

Discussion and possible action on all matters related to the purchase of fire protection gear for fire department personnel. **(Angel Ramirez, Fire Chief)**

SUMMARY:

The City of San Luis Fire Department respectfully requests your consideration and support for the purchase of a second set of fire protection gear for each of our fire department personnel. This investment is not a luxury; it's a critical step in ensuring the health, safety, and operational readiness of our firefighters.

1. Health and Safety of Firefighters

After each fire response, gear becomes contaminated with hazardous substances, including carcinogens, chemicals, and biological agents. Studies have shown that prolonged exposure to these contaminants significantly increases the risk of cancer and other serious health conditions in firefighters. A second set of gear allows personnel to properly clean and decontaminate their primary set while remaining ready to respond to emergencies.

2. Operational Readiness

Fire emergencies are unpredictable. If gear is wet, damaged, or undergoing decontamination, a firefighter may be sidelined for hours without a backup. A second set ensures that our crew can always remain fully staffed and operational, even after back-to-back calls.

3. Compliance with Best Practices

National Fire Protection Association (NFPA) standards and firefighter safety organizations strongly recommend having at least two sets of gear for each firefighter. Departments across the country are adopting this standard as the best practice to enhance safety and extend the lifespan of their equipment.

4. Long-Term Cost Savings

Having two sets of gear reduces the wear and tear on each set, extending their useful life and reducing the frequency of full replacements. This can lead to significant cost savings over time.

Our firefighters put their lives on the line to protect our community. It is our duty to provide them with the necessary resources to perform their job safely and effectively. I urge the council to consider this investment not just as an equipment purchase, but as a vital commitment to the health, safety, and future of our fire personnel.

SLFD considers The Swift Group, LLC., to be a “**sole source provider"** as they are an authorized distributor of Innotex and can meet our immediate needs, and as allowed under the city procurement code 3.05.020 (exclusive services).

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF A SECOND SET OF FIRE PROTECTION GEAR FOR EACH FIREFIGHTER IN AN AMOUNT NOT TO EXCEED $232,000.00 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$231,645.48
BUDGETED AMOUNT:	$245.000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	100-999-90000

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

N/A

Attachments

Fire Gear quote

Sole Source Letter

Swift Group LLC
38196 N Longbow Way
San Tan Valley, AZ 85140-0069
USA
+14804778716
jswift@swiftgroup.us

Estimate

ADDRESS
Ramiro Rodriguez
San Luis Fire Department
P.O. Box 7740
San Luis, AZ 85349

SHIP TO
Ramiro Rodriguez
San Luis Fire Department
1165 Noth McCain Ave
San Luis, AZ 85349

ESTIMATE # 2017
DATE 08/20/2025

SALES PERSON
Brian Little

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
INNOTEX:Energy Gear	Custom Energy Gear QUO-98786-S9R7P	57	3,771.28	214,962.96T
Genesis:Freight	Freight - Freight is an estimate. Actual cost will be determined when product ships.	57	40.00	2,280.00

Thank you for your business!
Please note no returns accepted after 30 days~ All returns must have receipt and in resalable condition ~FR Clothing can't be washed and must have tags~ Items can't have any signs of use ~Shipping charges are non-refundable~25% Restocking Fee on Cancelled Orders.

SUBTOTAL	217,242.96
TAX	14,402.52
TOTAL	**$231,645.48**

Accepted By

Accepted Date

Please note all credit card payments will incur a 3% processing fee and may be billed separately.

July 22, 2024

To Whom it May Concern:

We hereby confirm that, at this time, the Swift Group LLC located at:

38196 N. Longbow Way

San Tan Valley, AZ 85140

is our only Authorized Distributor to sell the INNOTEX® line of turnout gear in the State of Arizona. They are also authorized to sell the INNOTEX® line of gloves and hoods.

Should any questions arise, please feel free to contact us.

Sincerely,

Lou Lopez

V.P. of Sales
INNOTEX®

INNOTEX CORP – 2397 Harts Ferry Road
Ohatchee, Alabama 36271
TEL; 1-888-821-3121 – FAX; 819-826-5195
www.innotexprotection.com

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. E.**

Meeting Date: 10/22/2025

Department Head: Fernando Corona, Information Technology Manager, Administration, Information Technology

Submitted By: Fernando Corona, Information Technology Manager, Administration, Information Technology

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of change orders associated with the previously approved purchases of a communications shelter and a Sabre 60-foot tower, and authorize a budget transfer. **(Fernando Corona, Information Technology Manager)**

SUMMARY:

On February 12, 2025, the City Council approved the purchase of a 16-by-27-foot concrete communications shelter from Sabre Industries in the amount of $336,917.10, PO#2025-00003095 and a 60-foot Sabre Model S3TL self-supporting Category VI tower in the amount of $98,871.03, PO#2025-00003094. These components will house critical communications and radio repeater equipment for the Yuma Regional Communication System (YRCS), supporting essential public safety communications infrastructure.
Since that approval, staff is requesting authorization for the following change order:

- **An increase of $11,958.63** to upgrade the backup power system from propane to diesel and extend generator runtime to 48 hours, of the original proposed generator included in the 16-by-27-foot concrete communications shelter bid. This will improve system reliability during prolonged outages.
- **An additional $56,773.18**, to increase the concrete pad's capacity and allow the tower to be expandable up to 100 feet. The upgrade also increases the tower's load-bearing capacity to 50% at the time of radio repeater activation. This design change was recommended during planning and design meetings to better prepare the City of San Luis for future infrastructure needs, including potential Smart City applications. The change directly affects the already approved original bid for a 60-foot Sabre tower.

The total of these change orders is $68,731.81. Procurement will be made through the National Association of State Procurement Officials ("NASPO") State Contract #CTR069967 with Sabre Industries, which has provided a change order quote for the necessary structural and hardware changes. If the change orders are approved, a new purchase order will be issued for FY26 totaling $504,242.33 since the last FY25 purchase orders have been closed. The approved purchase orders from last FY25 will only be referenced in the new FY26 purchase order.

Staff is requesting a budget transfer of **$104,242.33** from Waste Water Fund GL account **310-311-90015, Project 2025050**, to Impact Fees Fund GL account **806-181-90000, Project 2025021**. Although the change order totals a sum of $68,731.81, we are asking for a total of $104,242.33 to cover the $35,510.52 expenses that did not carry over from the prior fiscal year. After the FY26 budget was approved, it was discovered that Sabre would be unable to deliver the project on schedule, causing these funds to

carry over into the current fiscal year.

missing since we discovered, after budget FY26 was approved that Sabre would be unable to deliver the project on schedule, causing the $35,510.52 fiscal impact to carry over to fiscal year 2026 with the change orders included, the total project cost (shelter and tower) is now **$504,242.33**.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE CHANGE ORDERS TOTALING $68,731.81 AND TO APPROVE THE BUDGET TRANSFER $104,242.33 AS STATED IN THE FISCAL IMPACT STATEMENT.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY\AZ DEMA BSF Grant
TOTAL:	$504,242.33
BUDGETED AMOUNT:	$400,000
AVAILABLE AMOUNT TO TRANSFER:	$104,242.33
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	General Ledger account 310-311-90015, Project 2025050, to 806-181-90000, Project 2025021

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

APPROVE THE BUDGET TRANSFER OF $104,242.33 FROM WASTE WATER GL ACCOUNT 310-311-90015, PROJECT 2025050, TO IMPACT FEES GL ACCOUNT 806-181-90000, PROJECT 2025021.

Attachments

Change Order
Change Order Amended Shelter Quote
Approved Tower Proposal
NASPO Agreement
Executed NASPO Agreement
Budget Transfer

Change Order

City of San Luis
Finance Dept
PO BOX 7740

San Luis, AZ
85349

Sabre Industries Towers and Poles
7101 Southbridge Dr
PO Box 658
Sioux City, IA 51111

Contract Admin: Allen Kinney

Phone #:
Email: akinney@sabreindustries.com

SO#:557945 / PO #: 2025-00003094

Terms: Net 30 Days

Site/Tower: San Luis East, AZ

Construction - Other

Item Description	PO Issued	Change Order	Difference	NASPO
COB-Construction		**B**		

Price for installation of

	NASPO
Tower Materials	$ 24,197.00
Tower Material Freight	$ 5,922.00
Anchor Material Freight	$ 456.00
Tower Foundation	$ 55,148.00
Tower Erection	$ 21,362.00
Shelter foundation	$ 21,220.00
Generator Foundation 4 bollards	$ 4,907.00
R56 Motorola Grounding	$ 15,918.00
Conduits from Generator to Shelter	$ 3,946.00
Motorola Grounding Mat	$ 721.00
Tax on Tower Materials	$ 1,769.98
Tax on Motorola Mat	$ 77.23
Total	$155,644.21

Bid Total:	**$ 155,644.21**
Total Purchase Order:	**$98,871.03**
Change Order Total:	**$56,773.18**
Shelter Total:	**$348,598.12**
Total Purchase Order:	**$336,639.49**
Change Order Total:	**$11,958.63**

Please Sign, date, and return via email with Purchase Order (if applicable). No work will begin until receipt of signed Change Order and Purchase Order is received. Unless otherwise noted, Sales Tax is not included in Price.

This Change Order is based on the terms and conditions proposed above including the standard terms and conditions previously supplied and is subject to our review and final acceptance of your order. No other terms are valid unless signed by an authorized officer of Sabre Communications Corp.

(Sabre Signature and Date)

(Customer Signature and Date)

(Customer PO #)

August 21, 2025

Fernando Corona
City of San Luis, AZ
1090 E. Union St., PO Box 1170
San Luis, AZ 85349
(928) 341-8579
Email: fcorona@sanluisaz.gov

Quote No: **24-0222 Rev 3a (Change Order Components and Site Crane)**
Size: 16'0" x 27'0" Concrete Shelter
Project: Modular Data Center – San Luis, AZ

Cellxion is pleased to present the following specification:

Building Size:
- Exterior: 16'-0" W x 27'-0" L x 10'-2" H
- Roof overhang: 2"
- Interior: 14'-11" W x 25-11" L x 9'-0" H
- Est. Weight: ~78,000lbs (empty weight)

Design Loading:
- Floor Load: 300psf
- Roof Load: 150psf
- Walls: 150 mph
- Seismic Design Category: Per site requirement

Construction Type:
- Floor: 5 ¾" lightweight concrete, waffle-type construction
- Walls: 4" solid lightweight concrete; 2 – Hour Fire-rated Construction per UBC
- Roof: solid lightweight concrete, 4" at eaves and 5" at ridge, gable design
- Step-joint floor perimeter design
- 5000 psi lightweight concrete
- Reinforcing steel #4 & #6 bars; 60,000 psi (Grade 60 ASTM-615)
- Meets bullet resistance UL 752 levels 1, 2, 3 & 6 for 4" concrete
- Walls: washed exposed aggregate and sealed exterior finish
- Roof: troweled surface, sealed and liquid applied roofing membrane
- Walls: R-13
- Ceiling:R-19

Interior Finish:
- Walls: white high-density polyethylene (NRP) bonded to 7/16" osb
- Floor: covered with 1/8" x 12" x 12" commercial tile with 4" base cove
- Ceiling: white high-density polyethylene (NRP) bonded to 7/16" osb

Entry:
- One (1) 4070, insulated, primed & painted, steel door and door frame
- One (1) Von Duprin exit device, EL9927-L-16-F-LBR-4"-US3 LHR
- One (1) HES 9600 HES010415 9600-12/24-630-LBM electric strike

- One (1) lockset construction core, Best, MAG-LA or equivalent (CX p/n 504501)
- Two (2) keys, construction operation, Best, MAG-LA, or equivalent (CX p/n 504108)
- One (1) 6" lockset pick guard, Precision, 1625-6" or equivalent (CX p/n 504518)
- One (1) hydraulic door closer, Sargent, #1104 or equivalent (CX p/n 504100)
- One (1) set door weather-stripping
- One (1) set anti-friction bearing door hinges, non-removable pin
- One (1) door drip cap
- One (1) 6" door hold latch
- One (1) door canopy, 54", metal

Electrical:

- One (1) loadcenter, 42 position, 200 amp, 120/240v, single phase, 200amp main breaker, Square D with breakers as required
- One (1) disconnect, 200amp, NEMA3R, fused, Square D, D224NR or equivalent.
- One (1) disconnect, 60amp, NEMA 1, non-fused, Square D or equivalent
- One (1) ATS, 200amp, 120/240v, single phase, NEMA3R, Kohler
- One (1) surge arrestor, Transtector, SAD/MOV, 120TMR, 1101-808-01
- One (1) surge arrestor, Transtector, MOV only, 120TR, 1101-808-MM01
- One (1) sleeved service entry, sized as required
- Six (6) duplex receptacles, 125v, 20 amp, NEMA 5-20R, Leviton, CR20V-BU or equivalent (CX p/n 430034) – wall mounted
- Four (4) quad receptacles, 125v, 20 amp, NEMA 5-20R, Leviton, CR20V-BU or equivalent (CX p/n 430034) – cable tray mounted
- One (1) exterior GFCI receptacle, 125v, 20 amp, NEMA 5-20R, Cooper VGF20V or equivalent in weatherproof box & cover
- Four (4) rectifier drops
- Conduit, wiring, j-boxes, connectors, as required

Lighting:

- Twelve (12) interior LED light fixture, 2 bulb, 4 ft., with wrap-around lens cover
- One (1) exterior light fixture, LED w/photocell
- One (1) emergency/exit signs LED dual bulb with battery backup
- One (1) interior light switch, 120v, 15 amp
- One (1) exterior light switch, 120v, 15 amp

HVAC:

- Two (2) wall mounted HVAC units, 60,000 BTU, 5kw heat strip, 11EER, R454-B refrigerant, Bard, 11EER
- One (1) controller, Bard, MC4002-A or equivalent
- HVAC supply and return grilles

Alarms:

- All alarm conductors pulled and wired to terminal block, punched down and labeled
- One (1) 4'x4'x ¾" Telco Board
- One (1) alarm block, Siemon, S66M1-50 or equivalent (CX p/n 430075 & (6) 430089)
- One (1) high temperature, Dayton, 1UHH2 or equivalent (CX p/n 460101)
- One (1) low temperature, Dayton, 1UHH2 or equivalent (CX p/n 460101)
- One (1) door intrusion alarm
- Two (2) smoke detectors, ionization, 120VAC with battery backup
- One (1) AC power fail alarm
- Two (2) hvac fail alarms
- Two (2) TVSS alarms

Cable Entry & Cable Ladder:

- One (1) waveguide, 12 port (3x4) with sealing caps
- Fifty (50) linear feet of 1 ½" x 18", gold chromate, tubular cable ladder with hangers and hardware
- One (1) 4" diameter PVC telco penetration

Grounding:

- #2 green insulated stranded copper wire halo connected to interior master ground bar (single point R56 with 12" gap minimum)
- One (1) ¼" x 4" x 16" copper ground bar, tinned, interior
- One (1) ¼" x 4" x 16" copper ground bar, tinned, exterior
- One (1) 3 Tier Trapeze Ground
- All metallic components to be grounded to halo with #6 green insulated stranded copper wire (i.e., electrical distribution box, door frame, equipment racks, etc)
- Cable ladder – bond sections together with #2 green stranded copper. Run #2 green stranded copper from the closest point of the cable runway to the MGB
- Door to be grounded to door frame with ½" braided copper strap
- Four (4) schedule 40 PVC sleeves 1", installed at 45 degrees through wall for ground exits

Miscellaneous:

- Three (3) set of PE sealed drawings
- One (1) wall pocket tray for files
- Four (4) 19" equipment racks, 2 post
- Furnish all anchorage connection brackets and lifting lugs as required to offload and secure shelter to customer supplied foundation
- Shelter operations and maintenance manual
- Building will meet all Federal, State and Local Codes

Pricing (Concrete):

Site Name	Qty	Price Each	NASPO Discount	Total
16'0" x 27'0" Concrete	1	$226,314.00	$15,842.00	$210,472.00
Est Shelter Freight to San Luis, AZ	1	$37,692.00		$37,692.00
Est Shelter Tie Down (does not include crane)	1	$14,375.00		$14,375.00
45kW Diesel Kohler Generator (20-24 Week Lead)	1	$44,375.00	$3,145.00	$41,230.00
Change Order Components highlighted in Yellow	1	$1,698.00	$119.00	$1,579.00
Site Crane for Unload	1	$9,200.00		$9,200.00
Taxes	1	$34,050.12		$34,050.12
Total				**$348,598.12**

*Please note the freight quote, if provided, is preliminary and is subject to change based on any alternations to the designs as well as the actual time of shipment. Sabre Industries makes no

representations or warranties regarding the preliminary freight quotes and shall not be liable for Buyer's reliance on the preliminary freight quotes. We will provide the final freight quote just prior to the products scheduled shipment. Price does not include transloading of the shelter or any specialized equipment to get to the site if there are site access issues. Clear access must be provided for safe and adequate operation, free from all obstruction for transport and site installation.

All purchase orders shall be made payable to: Sabre Industries – 5031 Hazel Jones Road – Bossier City, LA 71111 – (318) 213-2900 - and emailed to CXPurchaseOrders@sabreindustries.com

Bid Notes:

1) This quotation does NOT include any state, federal, or local sales, use, excise taxes, contractors or any other taxes not specifically detailed in this proposal.
2) Quotation is valid for thirty days.
3) Offload and setup not included unless specifically quoted above.
4) Clear access must be provided for safe and adequate operation, free from all obstruction for transport and site installation. Installation charges, if required, are based on average costs and allows for a maximum 4hour offload. Weather and site conditions may adversely affect offload time. Any additional charges incurred after 4 hours will be invoiced separately, as will locality surcharges.
5) Terms: Net 30 days after delivery or 30 days from building completion date, whichever is first and pending prior credit approval. Past due invoices are subject to late fees billable at a rate of 1-1/2% per month.
6) In the event of construction delays or any other delays in delivery not due to Supplier, Buyer shall notify Supplier in writing to postpone and delay the delivery of any Products which have been manufactured by Supplier. In the event Buyer is unable to accept delivery at the scheduled dates, Buyer shall store completed Products at Supplier's facility under a Bill and Hold arrangement. Under a Bill and Hold arrangement, Supplier may store the finished Products for up to thirty (30) days free of storage charge, subject to space availability and confirmation at time of request by Buyer. After thirty (30) days, Supplier may charge Buyer storage fee at a price agreed upon by both Parties. Under a Bill and Hold arrangement, Supplier shall invoice Products at completion of fabrication, regardless of delivery status. Buyer understands and agrees that title and risk of ownership will pass to Buyer under a Bill and Hold arrangement, and the invoice will be paid according to normal payment terms noted elsewhere in this agreement. It is further understood that regarding risk of loss, Supplier will maintain custodial obligations for the Products, including responsibility for damage to the Products while at Supplier's facility.
7) The prices include only the material, labor and services explicitly stated in this written proposal.
8) The bidder retains the option to decline the project without occurring any penalties in the event that a mutually acceptable contract cannot be reached.

Delivery:

Approval drawings to be submitted 14 weeks after award of contract; shelter delivery will be 20-22 weeks after receipt of approved drawings. Unless arrangements are made in advance, fabrication commences upon receipt of signed approval drawings. *Note that State Approvals may impact the delivery time frame. Sabre does not accept any responsibility for any delays caused by obtaining final approvals and inspections.*

Our proposal is based on the Sabre Terms and Conditions, which are attached.

Thank you for considering Sabre for your requirements. If we can be of further assistance or service, please feel free to give us a call.

Sincerely,

Clay McGee

Clay McGee
Vice President/General Manager – Building Systems
Sabre Industries, Inc.

Note:
For any questions regarding this quotation, please contact:
James Harrison
318-465-3115
jharrison@sabreindustries.com

Ben Williams
513-312-1303
benwilliams@sabreindustries.com

SABRE INDUSTRIES, INC STANDARD TERMS AND CONDITIONS

OVERVIEW: The written offer to the Buyer named ("**Buyer**") in the written proposal ("**Proposal**") by Sabre Industries, INC ("**Sabre**") that describes the tubular products ("**Products**") and/or services ("**Services**") to be provided by Sabre, the prices for the same, the anticipated delivery or fabrication date and such additional information as may be included in the Proposal are made subject exclusively to these standard terms and conditions ("**Standard Terms and Conditions**") stated herein and are valid for acceptance by Buyer in writing within thirty (30) days of the date of the Proposal. All prices and clerical errors are subject to change and/or correction without notice. The Products to be furnished and/or Services to be accomplished as a result of the Proposal are limited strictly to the Products and/or Services outlined in the Proposal. **BUYER'S SUBMISSION OF A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT IN RESPONSE TO THE PROPOSAL IS CONCLUSIVE ASSENT TO AND ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS UNLESS SPECIFIC PROVISIONS ARE OBJECTED TO IN WRITING BY**
BUYER AND ACCEPTED IN WRITING BY SABRE. The provisions of the Proposal and these Standard Terms and Conditions shall constitute the entire contract and agreement between Buyer and Sabre ("**Agreement**").

PRICES AND FEES: The prices and/or fees for Products and Services are set forth in the Proposal. Unless Buyer shall have provided Sabre with a valid and effective tax exemption certificate or satisfactory evidence of same, all federal, state and local taxes (other than those based upon Sabre's net income) imposed upon Sabre's Products or Services performed hereunder shall be paid by Buyer. Payment is due within thirty (30) days after the date of Sabre's invoice. Past due amounts are subject to an interest charge of the lower of one and one-half per cent (1-1/2%) per month or the highest rate permitted by law plus all reasonable fees and expenses of collection, including attorney's fees. Time is of the essence with respect to payments to Sabre.

DELIVERY: All Products will be delivered F.O.B. Sabre's facility unless delivery is specified to be F.O.B. destination, in which case Buyer will pay the cost of transportation and insurance. Buyer must make careful inspection of Products when received. Buyer must note on the bill of lading any claim that the shipment is not complete or that the Products are damaged in any other way, or not in all respects in proper condition prior to off-loading and shall make all claims pertaining to the shipment to Sabre on the bill of lading or such claims will be declined. Sabre is not liable for downtime suffered by Buyer because of delayed delivery. Title, ownership, risk of loss, risk of material obsolescence as well as risk of material market value decline shall pass to the Buyer upon delivery. If Buyer delays shipment, Sabre shall invoice Buyer for the Products on the date shipment would have otherwise occurred, however, as an accommodation to Buyer, Sabre will maintain insurance coverage against the risk of loss for property damage on all Products being stored by Sabre as an accommodation to Buyer. In the event of construction delays or any other delays in delivery not due to Sabre, Buyer shall notify Sabre in writing to postpone and delay the delivery of any Products which have been manufactured by Sabre. In the event Buyer is unable to accept delivery at the scheduled dates, Buyer shall store completed Products at Sabre's facility under a Bill and Hold arrangement. Under a Bill and Hold arrangement, Sabre may store the finished Products for up to thirty (30) days free of storage charge, subject to space availability and confirmation at time of request by Buyer. After thirty (30) days, Sabre may charge Buyer storage fee at a price agreed upon by both Parties. Under a Bill and Hold arrangement, Sabre shall invoice Products at completion of fabrication, regardless of delivery status. Buyer understands and agrees that title and risk of ownership will pass to Buyer under a Bill and Hold arrangement, and the invoice will be paid according to normal payment terms noted elsewhere in this agreement. It is further understood that regarding risk of loss, Sabre will maintain custodial obligations for the Products, including responsibility for damage to the Products while at Sabre's facility.

DELAYS: Sabre shall not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including, without limitation, lack of cooperation or assistance by Buyer, labor difficulties, fire, accident, act of the public enemy, war, public disturbances, sabotage, transportation delay, shortage of material, energy, or machinery, or act of God, government or the judiciary or any disruption caused by a third party that materially impairs Sabre's performance hereunder. If a delay has occurred, Sabre shall notify Buyer of such delay and submit to Buyer a new schedule based on the impact of said delays. Sabre shall not be responsible for liquidated damages or crew downtime incurred for any reason.

EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY:
Products. Sabre's exclusive limited warranty relating to the Products is that the Products, under normal use and service and when properly maintained, will conform to Sabre's specifications in all material respects and shall be free of material defects in materials and workmanship when delivered. Sabre reserves the right to change or modify the design or construction of any of its Products and to substitute material equal to or superior to that originally specified. The warranty period is one (1) year from date of delivery of the Products. In the event Sabre agrees that the Products do not conform to this exclusive warranty, Buyer's exclusive remedy shall be, at Sabre's option and expense, the following: (i) Sabre shall correct any material defect or (ii) Sabre shall furnish a replacement Product.
Services. With respect to Services, Sabre's exclusive warranty is that the Services shall be performed in a workmanlike fashion. In the event Sabre breaches this warranty, Buyer's exclusive remedy shall be, at Sabre's option and expense:
(i) Sabre shall correct such Services within ninety (90) days of the performance of the Services; or (ii) Sabre shall refund the price paid for the applicable portion of the Services.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IT SHALL BE THE BUYER'S SOLE RESPONSIBILITY TO VERIFY THAT THE PRODUCTS MEET THE SUITABILITY AND USABILITY REQUIREMENTS OF THE INTENDED APPLICATION OF BUYER.

LIMITATION OF LIABILITY: IN NO EVENT SHALL SABRE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE OR DOWNTIME EVEN IF SABRE HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING. IN NO EVENT SHALL SABRE'S LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE PRODUCTS AND/OR SERVICES OR OTHERWISE EXCEED THE LESSER OF BUYER'S DIRECT DAMAGES OR THE PRICE PAID BY BUYER FOR THE PRODUCTS AND/OR SERVICES.

BUYER RESPONSIBILITIES: Buyer represents and warrants to Sabre that Buyer possesses all necessary expertise to properly select, install and/or use the Products or that Buyer has secured the services of a competent professional with respect to the foregoing. Buyer agrees to be responsible for all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability caused by Buyer's improper selection, use, installation or dealings with the Products. Unless otherwise stated in the Proposal, the prices in the Proposal do not include antennas, transmission lines, jumpers, ground kits, hangars and hardware.

INDEMNIFICATION: To the fullest extent allowed by law, each party will indemnify, defend and hold the other party and its respective parents, subsidiaries, affiliates, directors, officers, partners, stockholders, associates, employees and agents (collectively, "**Indemnitees**") harmless from and against all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability claimed by a third party for personal injury, death or damage to tangible property (collectively, "**Liabilities**") proximately caused by the party from which indemnification is sought ("**Indemnitor**") provided the Indemnitees give the Indemnitor prompt written notice of any of the foregoing and provide full cooperation and assistance to the Indemnitor in the investigation and defense of such claim and grants the Indemnitor exclusive control of the defense and settlement thereof. No indemnification will be requested by or provided to a party whose actions are a contributing cause, in whole or in part, to the Liabilities.

LAW; ARBITRATION OF DISPUTES. This Agreement shall be governed by the laws of the State of Texas, excluding its conflicts of laws provisions. The parties agree that any controversy or claim (whether such controversy or claim is based upon or sounds in statute, contract, tort or otherwise) arising out of or relating to the Products and/or Services, any performance or dealings between the parties, or any dispute arising out of the interpretation or application of these Standard Terms and Conditions or any dealings between the parties and/or their respective directors, managers, partners, officers, employees, representatives or agents, which the parties are not able to resolve, will be settled exclusively by arbitration in Fort Worth, Texas by a single arbitrator pursuant to the American Arbitration Association's Commercial Arbitration Rules. Discovery will be permitted in accordance with the Federal Rules of Civil Procedure of the United States. The prevailing party will be entitled to recover reasonable attorneys' fees, costs and necessary disbursements incurred in addition to any other relief to which such party may be entitled.

NOTICES: All notices, requests, demands, claims and other communications hereunder will be in writing. Each party agrees to promptly provide written notice of any suspected breach of these Standard Terms and Conditions, the specifics of any claim of breach or for damages and to provide the other with a reasonable opportunity to investigate and cure any curable matter. In order to bring an action against Sabre for damages, Buyer must give notice to Sabre of any claim for damages within six (6) months of the date the claim arises. No claim of breach of these Standard Terms and Conditions shall be made by Buyer unless and until all uncontested amounts are paid to Sabre.

WAIVER: Any waiver of any breach of these Standard Terms and Conditions shall not be effective unless set forth in a writing signed by an officer of the waiving party.

ENTIRE AGREEMENT: These Standard Terms and Conditions constitute the entire agreement between the parties and may only be modified by a written instrument executed by an authorized officer of both parties. Neither Sabre nor Buyer shall be bound by any oral agreement or representation, irrespective of when made. Buyer agrees that the use of Buyer's preprinted forms, such as Buyer's purchase orders, are for convenience only and allterms and conditions stated thereon are void and of no effect.

Sabre Industries™
INNOVATION DELIVERED

January 20, 2025

CITY OF SAN LUIS, AZ
1090 E Union St
PO Box 1170
San Luis, AZ 85349

Attn: Fernando Corona
928-341-8579

Dear Fernando:

Per your recent request, please find following our revised quotation for a 60' Sabre Model S3TL self-supporting tower.

If you have any questions or require further information, please feel free to contact me at (712) 204-1767.

Sincerely,
SABRE INDUSTRIES

Rolli Sexton
Western Sales Manager

Enclosure: Per Above

RSS: af

Sabre Industries™
INNOVATION DELIVERED

PROPOSAL

Prepared for: **CITY OF SAN LUIS, AZ**
1090 E Union St
San Luis, AZ 85349
Attn: Fernando Corona

Proposal No.: **25-1978-RSS-R4**
Date: **01/20/25** **Page 1 of 4**
Reference: **60' S3TL/San Luis East, AZ**
Freight: **Origin**

SABRE MODEL S3T-L SELF-SUPPORTING TOWER

Quantity of one (1) 60' Sabre Model S3TL self-supporting tower.

The tower will be triangular in design with a base width of 7' - 0" tapering to 5' - 0" at the top. The tower will utilize tubular steel for tower legs and angular steel for bracing.

See the tower profile included in this proposal for the design parameters.

The tower will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME YES	RADOME NO	ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT (DESIGN)	MOUNT PROVIDED YES	MOUNT PROVIDED NO
1	(1) ATC-GC7V6O6O		X	60' @ Base	(2) 7/8"	N/A	Unknown	One (1) 6' Sidearm	X	
2	(1) TTA (16" x 8" x 6")		X	60'	(1) 1/2"	N/A	Unknown	Same as above		X
3	(1) VHLP3-11W		X	55'	(1) EW90	11 GHz	1°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
4	(2) ODU 600		X	55'	N/A	N/A	Unknown	Same as above		X

ITEM I ***TOWER MATERIALS*** ..... **$ 16,880.00**
Estimated Applicable Sales Tax ..... *$ 1,785.80*
NASPO DISCOUNT ..... **$ 16,036.00**

Materials to be provided include:

Complete tower steel and hardware
Anchor bolts and templates
Leg-to-Leg templates
Climbing step bolts (one leg only)
Waveguide support ladder (to support all lines)
One (1) 6' sidearm with two (2) tiebacks with one (1) 10' mounting pipe @ the 60' elevation
One (1) 4-1/2" O.D. leg dish mount @ the 55' elevation
Safety cable kit and leg brackets without harness (100')
One (1) 5' x 5/8" lightning rod copper clad
One (1) 2-7/8" x 15' lightning rod extension
P.E. certified tower profile and foundation drawings
Final erection drawings

Sabre Industries™
INNOVATION DELIVERED

PROPOSAL

Prepared for: **CITY OF SAN LUIS, AZ**
1090 E Union St
San Luis, AZ 85349
Attn: Fernando Corona

Proposal No.: **25-1978-RSS-R4**
Date: **01/20/25** **Page 2 of 4**
Reference: **60' S3TL/San Luis East, AZ**
Freight: **Origin**

ITEM II ***FOUNDATION INSTALLATION*** ..... **$ 29,857.00**
NASPO DISCOUNT ..... **$ 28,364.00**

Install foundations based on (Engineering Co. Name's) soil analysis provided to Sabre Communications Corporation.

ITEM III ***TOWER ERECTION*** ..... **$ 15,578.00**
NASPO DISCOUNT ..... **$ 14,799.00**

The following is included in the erection price:

Offload tower materials from truck and inventory
Erect tower steel complete
Install Climbing step bolts (one leg only)
Install One (1) waveguide support ladder (to support all lines)
Install One (1) 6' sidearm with two (2) tiebacks with one (1) 10' mounting pipe @ the 60' elevation
Install One (1) 4-1/2" O.D. leg dish mount @ the 55' elevation
Install Safety cable kit and leg brackets without harness (100')
Install One (1) 5' x 5/8" lightning rod copper clad
Install One (1) 2-7/8" x 15' lightning rod extension

ITEM IV ***SHELTER FOUNDATION*** ..... **$ 26,612.00**
NASPO DISCOUNT ..... **$ 25,281.00**

Install foundation for 16' x 27' concrete shelter.

ITEM V ***GENERATOR FOUNDATION*** ..... **$ 3,117.00**
NASPO DISCOUNT ..... **$ 2,961.00**

Supply and install concrete pad 8'x4'x6" concrete pad to support new generator with (4) bollards.

TOWER FREIGHT TO YUMA COUNTY, AZ ..... **$ 5,922.00**

ANCHOR BOLT FREIGHT TO YUMA COUNTY, AZ ..... **$ 456.00**
****The above pricing is for one (1) set of anchor bolts and templates, and one (1) leg-to-leg template to be shipped together in one (1) shipment to the same destination at the same time.***

OPTIONS:
One (1) Motorola R56 Grounding (each) ..... $ 759.00
NASPO DISCOUNT (each) ..... $ 721.00
Estimated Applicable Sales Tax ..... *$ 77.23*
Installation (each) ..... $ 2,598.00
NASPO DISCOUNT (each) ..... $ 2,468.00

Sabre Industries™
INNOVATION DELIVERED

PROPOSAL

NOTES: **Terms will be reviewed upon receipt of order.**

Wind induced vibrations, such as vortex shedding and harmonic oscillation/resonance, of structures of all types due to unpredictable interaction with wind and surrounding structures, exposure and terrain rarely occur. The owner's maintenance program should include observations for vibration and any resulting loosening of connecting hardware or damage to the structure. The Sabre warranty specifically excludes failure due to fatigue or similar phenomena as a result of the aforementioned behavior.

The permit package includes a profile drawing of the structure with member sizes; anchor bolt details; descriptive notes; structural calculations; a table of supported antennas, mounts and feedlines; and a foundation sketch and calculations (if applicable).

This quotation is based on ANSI/TIA-222-H and Customer provided specifications. Any information not provided by ANSI/TIA-222-H or the Customer has not been considered.

Foundation and anchor bolt designs are based strictly on ANSI/TIA-222-H. Any additional requirements may result in increased foundation size and price.

Dimensional information is preliminary only; it may change based on final engineering.

All Sabre mounts are quoted with support pipes of appropriate length for most applications if not otherwise specified. If different support pipe lengths are required at the time of the order, additional costs may be incurred.

Cable type safety climbing device provided does not include harness.

Freight charges quoted are for provided materials only. Additional freight charges may be incurred with the order of additional items.

Site must be easily accessible for trucks delivering tower steel and concrete, cranes, drill rigs, and all other equipment required to perform the job.

In the event that the existing soil conditions are found to be other than as depicted in the Soils Report and Sabre's soil parameters, Sabre may ask for an equitable adjustment to the quoted price.

Customer to secure all permits.

This quote is based on non-union, non-prevailing wages, and non-winter working conditions.

All deviations, alterations, field changes, engineering changes, or architectural changes to the implied scope of work will be bill accordingly on a time a materials basis.

Any downtime or remobilization due to circumstances beyond our control will be billed accordingly.

All antennas, transmission lines, jumpers, ground kits, hangers, and hardware are to be provided and installed by others.

Sabre Industries™
INNOVATION DELIVERED

PROPOSAL

Prepared for:	**CITY OF SAN LUIS, AZ**	**Proposal No.:**	**25-1978-RSS-R4**
	1090 E Union St	**Date:**	**01/20/25** **Page 4 of 4**
	San Luis, AZ 85349	**Reference:**	**60' S3TL/San Luis East, AZ**
	Attn: Fernando Corona	**Freight:**	**Origin**

All tower materials will be hot dip galvanized as outlined in ASTM A-123.

This proposal does not include any sales, use, excise, contractors or any other taxes not specifically detailed in this proposal.

If a Customer requests to pick up a tower, a $300.00 per truck charge may apply for dunnage and loading.

Storage charges of $350.00 per month may apply starting sixty (60) days after original scheduled ship date.

Due to material and freight price fluctuations, Sabre reserves the right to review all material and freight pricing prior to accepting any order. Any structure order placed on hold is subject to a price review at the time of its release from hold status.

Title, ownership, risk of loss, risk of material obsolescence and risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time.

Delivery of tower materials will be approximately 8 weeks after receipt of required information and contingent upon backlog at the time of order.

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This proposal is based on the terms and conditions proposed above including the attached standard terms and conditions and is subject to our review and final acceptance of your order. No other terms are valid unless signed by an authorized officer of Sabre Industries.

==========

Submitted By: Sabre Industries

Rolli S. Sexton

Rolli Sexton
Western Sales Manager

Acceptance of Customer:

Please enter our order for the above items
in accordance with this proposal.

Signature _____

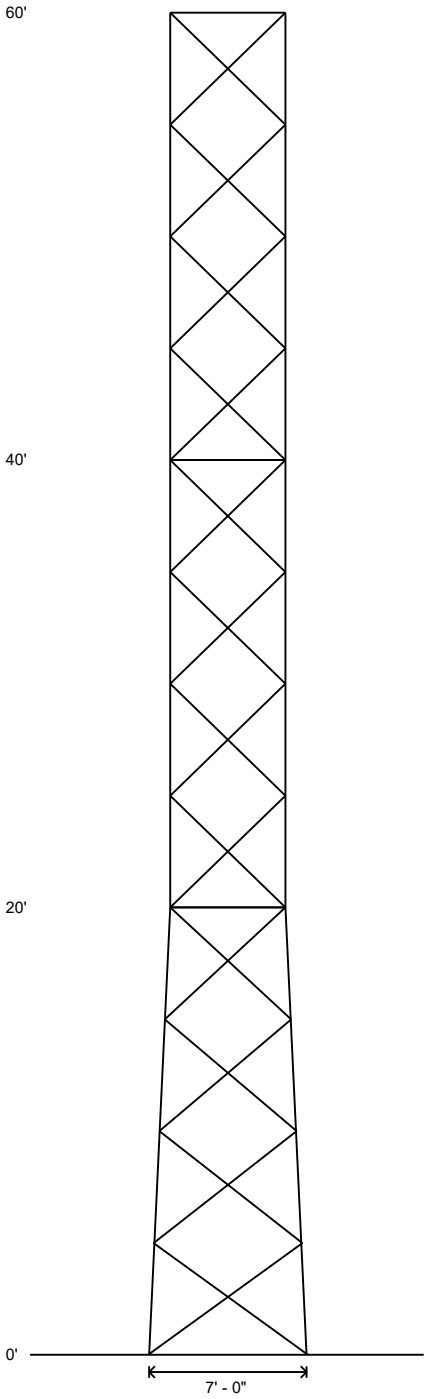
Name (print)_____

Title _____ Date _____

Purchase Order No. _____

SIZES ARE PRELIMINARY AND MAY CHANGE UPON FINAL DESIGN

Legs	2.875 OD X .203	2.375 OD X .218	2.375 OD X .154			
Diagonals	L 2 X 2 X 1/8					
Horizontals	NONE	L 2 X 2 X 1/8	NONE	L 2 X 2 X 1/8	NONE	L 2 X 2 X 1/8
Brace Bolts	(1) 5/8"					
Top Face Width	5'					
Panel Count/Height	12 @ 5'					
Section Weight	903	805				721



Designed Appurtenance Loading

Elev	Description	Tx-Line
66.67	(1) ATC-GC7V6O6O	(2) 7/8"
65	(1) Extendible Lightning Rod	
60	6ft Sidearm	
60	(1) TTA (16" x 8" x 6")	(1) 1/2"
55	Leg Dish Mount	
55	(1) VHLP3-11W	(1) EW90
55	(2) ODU 600	

Design Criteria - ANSI/TIA-222-H

Wind Speed (No Ice)	110 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	0.00 in
Risk Category	IV
Exposure Category	C
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	161 ft
Seismic Importance Factor, Ie	1.50
0.2-sec Spectral Response, Ss	0.661 g
1-sec Spectral Response, S1	0.277 g
Site Class	D (DEFAULT)
Seismic Design Category	D
Basic Seismic Force-Resisting System	Telecommunication Tower (Truss: Steel)

Base Reactions - Wind/Ice

Total Foundation		Individual Footing	
Shear (kips)	4.32	Shear (kips)	2.54
Axial (kips)	3.48	Compression (kips)	28
Moment (ft-kips)	160	Uplift (kips)	24

Base Reactions - Seismic

Total Foundation		Individual Footing	
Shear (kips)	0.97	Shear (kips)	0.62
Axial (kips)	4.53	Compression (kips)	9
Moment (ft-kips)	44	Uplift (kips)	6

Notes

1) All legs are A500 (50 ksi Min. Yield).
2) All braces are A572 Grade 50.
3) All brace bolts are A325-X.
4) The tower model is S3TL Series HD1.
5) Transmission lines are to be attached to standard 12 hole waveguide ladders.
6) Azimuths are relative (not based on true north).
7) Foundation loads shown are maximums.
8) (4) 3/4" dia. x 39"-long F1554 grade 105 anchor bolts per leg.
9) All unequal angles are oriented with the short leg vertical.
10) Weights shown are estimates. Final weights may vary.
11) No grout is required under the base plates.

Sabre Industries
INNOVATION DELIVERED
Sabre Industries
7101 Southbridge Drive
P.O. Box 658
Sioux City, IA 51102-0658
Phone: (712) 258-6690
Fax: (712) 279-0814

Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.

Quote:	**25-1978-RSS-R4**
Customer:	CITY OF SAN LUIS, AZ
Site Name:	San Luis East, AZ
Description:	60' S3TL
Date:	1/20/2025 By: AF

CONSTRUCTION CONTRACT
STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE: Proposal valid for thirty (30) days. Acceptance of order/contract by Sabre Communications subject to credit approval. All prices and clerical errors are subject to change and/or correction without notice. The work to be accomplished, as a result of this proposal is limited strictly to the work outlined in this proposal. No changes are valid unless in writing. **SUBMISSION OF A PURCHASE ORDER IN RESPONSE TO A SABRE PROPOSAL IS CONCLUSIVE ASSENT TO AND ACCEPTANCE OF THESE TERMS AND CONDITIONS UNLESS SPECIFIC TERMS ARE OBJECTED TO IN WRITING BY CUSTOMER AND ACCEPTED IN WRITING BY SABRE.**

2. TERMS: Net thirty (30) days from date of invoice. Invoices shall be issued, at the sole discretion of Sabre, upon substantial completion of each phase of construction. Invoices not paid within thirty (30) days of invoice date shall, as an additional remedy, accrue interest at the rate of 1 1/2% per month (or maximum legal rate, whichever is greater) from invoice due date until paid in full. No other terms shall apply unless accepted in writing by an authorized representative of Sabre. Payment to Sabre shall not be contingent upon Customer having received payment from the Owner.

3. TAXES: Prices do not include excise, sales, use, privilege, import/export duties or any other tax, duty or assessment which may be imposed upon Sabre. **However, all such taxes, duties or assessments are the responsibility of the Customer.**

4. CHANGE ORDERS/CANCELLATION: Purchase Order or contract may not be changed or cancelled without prior written approval by Sabre. Any order canceled after any work has been done by Sabre, will have a cancellation charge to be determined solely at the discretion of Sabre, for whatever work has been performed. Sabre reserves the right to change or modify any construction procedures. Any extra work required because of conditions differing from those stated in this proposal or extra work requested by Customer/Owner will be charged on a time and material basis.

5. DELAYS: For any construction delays due to Acts of God, fire, malicious mischief, insurrection, riot, war (declared or undeclared), explosions, epidemics, acts of Customer, its employees, agents or subcontractors, strikes, freight embargoes, unusually severe weather conditions, delivery delays by the carrier, or any other cause whatsoever beyond the control and without fault of Sabre or its subcontractors, whether similar to or dissimilar from causes herein enumerated, Sabre shall not incur any liability consequential or otherwise for such construction delays, and an extension of time within which to complete construction shall be allowed to Sabre.

6. INDEMNIFICATION: Customer shall protect, defend and indemnify Sabre and its officers, directors and employees for, from and against all claims, demands, expenses (including reasonable attorney fees) and causes of action of every kind and character that arise out of or are related to the work under this agreement and are caused by or arise out of Customer's negligence, willful misconduct or other acts or omissions which impose upon Customer strict liability, and that result in personal injury, death, property loss or damage. Sabre shall protect, defend and indemnify Customer and Customer's officers, directors and employees for, from and against all claims, demands, expenses (including reasonable attorney fees) and causes of action of every kind and character that arise out of or are related to the work under this agreement and are caused by or arise out of Sabre's negligence, willful misconduct or other acts or omissions which impose upon Sabre strict liability, and that result in personal injury, death, property loss or damage. If such claim, demand, expense or cause of action is caused by or arises out of the joint or concurrent negligence, willful misconduct or acts or omissions of Sabre and Customer, each party shall indemnify the other to the extent of the indemnifying party's negligence, willful misconduct or omissions.

7. INFRINGEMENT: In the event Sabre receives a claim that a product or any part thereof installed by Sabre infringes upon the patent, copyright or trademark rights of others, Sabre shall immediately notify Customer in writing of all such claims. Customer shall defend, at its own cost, any and all suits or proceedings, or settle such claims. In any event, Customer will indemnify and hold Sabre harmless completely and at all times for any resulting costs or damages and expenses including reasonable attorney's fees, arising from any suit, claim or demand for actual or alleged infringement. Sabre shall have no liability for any claim based upon the combination, operation or use of any product not supplied by Sabre, or based upon alteration of the product by someone other than Sabre.

8. CONFIDENTIALITY: Sabre and Customer agree that each will disclose to the other proprietary information regarding matters dealing with actions necessary to carry out these terms, except information that the party is precluded from disclosing under applicable law or regulation or by valid and binding agreements with third parties. The parties agree that each will keep the other's proprietary information and all related matters confidential and prevent disclosure of said information by its agents, employees or representatives.

9. WARRANTY: Sabre warrants that its workmanship will be of good quality and free from defects. All claims for defective work must be made in writing immediately upon discovery and, in any event, within thirty (30) days after the date of completion of the work. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER TYPE, WHETHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL SABRE BE LIABLE FOR CONSEQUENTIAL DAMAGES, NOR SHALL SABRE'S LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE PROJECT EXCEED THE CONTRACT PRICE.

   The foregoing warranty is Sabre's only obligation and the Customer/Owner's only remedy for breach of warranty or breach of Sabre's undertaking hereunder. Any action for breach of warranty must be commenced within one (1) year after the cause of action accrues. Sabre's warranty and other obligations and responsibilities hereunder shall terminate upon the Customer/Owner's modification of the work. The above warranty is the only warranty made by Sabre in connection with work performed. Any provisions in any proposals, specifications, correspondence, or other documents, or any statements made in the course of negotiating this proposal are merely descriptive and not to be construed as warranties made by Sabre.

10. ASSIGNMENT: Sabre reserves the right to assign, transfer, subcontract or delegate responsibilities of order/contract, in whole or in part, without prior written approval of Customer. Any such transfer does not relieve Sabre from order/contract obligation to Customer.

11. PROPRIETARY NOTICE: Title to all drawings, specifications, brochures, proposals, reprints, copies, copies of copies or any other data furnished to Customer remain with Sabre. Customer shall not reproduce, copy or disclose such information in whole or in part for any purpose without prior written permission from Sabre.

12. LIGHTING REQUIREMENTS: Customer agrees to comply with the latest standards set forth by the Federal Aviation Administration, the Federal Communications Commission, and any other local, state or federal regulations or ordinances for tower erection and lighting. Customer confirms that the lighting kit ordered for installation on the tower conforms to all such standards and indemnifies Sabre for any loss or expense, including attorney fees, for noncompliance or nonconformance with such standards.

13. SITE/JOB CONDITIONS: Customer shall provide a level cleared site with the exact location and orientation of the tower properly marked. Site(s) shall be made readily accessible to standard transit mix trucks, semi-tractor and trailers with adequate space for material delivery, storage, assembly/erection and have adequate space for equipment operation and equipment turn around during construction. Unless otherwise stated in Sabre's proposal, the concrete installation is based on normal soil (4000 psf) as defined by E.I.A. Specification, responsibility of determining soil conditions rest with Customer. Site shall be free from overhead and underground obstructions for placement of guys, anchors and foundations. A 75 foot radius in all directions from the tower base (and a 20 foot wide strip to each anchor point, if applicable) must be cleared by Customer/Owner. Sabre's crews shall have access to the site during all daylight hours, seven (7) days per week, including holidays (if required). Antenna height and orientation must be specified by Customer/Owner.

14. EXCLUSIONS FROM PROPOSAL PRICE: Proposal prices do not include the following, unless specifically stated otherwise:

a. Blasting, drilling, use of jack hammer, sheet piling, pumping of water or other condition requiring special material or equipment for foundation installation;
b. Hauling in backfill;
c. Site clearing of any nature;
d. Restoration of any landscaping, fencing, crops, or other improvements damaged or removed as a result of the performance of our work;
e. Permits, fees or licenses of any nature;
f. Winter installation of foundations or erection;
g. Union labor;
h. Standby time while waiting for Customer deliveries during construction or inspections after completion;
i. Engineering certifications, special insurance coverage or bonds;
j. Special erection equipment, rigging, scaffolding, netting, barricades, protective coverings or other requirements promulgated by local, state or federal requirements;
k. Path alignment;
l. Hauling of antennas, feedline and assembly at site;
m. For towers that require lighting it shall be the Customer's responsibility to provide adequate electrical supply at the base of the tower.
n. Deviations from Customer-provided information including but not limited to, soils condition reports.

Inclusion of any of the above constitutes a change which shall be invoiced as an extra to Customer.

15. PHOTOGRAPHS: Sabre at all times reserves the right to take pictures of any or all of its work for advertising purposes, except those which are under classified government control.

16. DISPUTE RESOLUTION:

a. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to arbitration. Issues to be mediated are subject to the exceptions in subparagraph 16.(b) for arbitration. The location of the mediation shall be the location of the project. Once one party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to conclude such mediation within sixty (60) days of filing the request.

b. Any controversy or claim arising out of or relating to this Agreement or its breach not resolved by mediation, except for claims which have been waived by the making or acceptance of final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. Notwithstanding paragraph 17, this agreement to arbitrate shall be governed by the Federal Arbitration Act.

c. A written demand for arbitration shall be filed with the American Arbitration Association and the other party to this Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding would have run.

d. The arbitration award shall be final. Judgment upon the award may be confirmed in any court having competent jurisdiction.

e. Unless otherwise agreed in writing, Sabre shall continue the work and maintain approved schedules during any arbitration proceedings. If Sabre continues to perform, Customer shall continue t make payments in accordance with the agreement. Nothing herein shall prohibit Sabre from filing a mechanics' lien against the real estate on which the work was or is being performed.

f. The parties agree that all parties necessary to resolve a claim shall be the parties to the same arbitration proceedings. Appropriate provisions shall be included in all other contracts relating to the work to provide for the consolidation of arbitrations.

g. The prevailing party in any dispute arising out or of relating to this Agreement or its breach that is resolved by arbitration or litigation shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with such arbitration or litigation.

17. GOVERNING LAW: Contracts formed as a result of this proposal and the performance thereof shall be governed by principals of contract law under the laws of the State of Iowa. Jurisdiction to resolve any dispute arising hereunder is agreed to be in the Federal and/or State District Courts located in Woodbury County, Iowa.

18. ENTIRE AGREEMENT: These terms and conditions are solely for the benefit of Sabre Communications Corporation and Customer hereto and, in addition to the proposal attached hereto, represent the entire and integrated agreement between the parties, and, unless specifically referenced herein, supersedes all prior negotiations, representations or agreements, either written or oral.

19. WAIVER: No waiver of any provision shall be deemed or constitute a waiver of any other provision herein nor shall a waiver be construed as a continuing waiver.

20. SURVIVAL OF OBLIGATIONS: The termination of this Agreement shall not affect the obligations of either party to the other that arises under the terms and conditions of this Agreement, rights arising from this Agreement, or causes of action which have accrued prior to the date of the termination.

SABRE COMMUNICATIONS CORPORATION
TOWERS, ACCESSORIES AND MODIFICATION MATERIALS
STANDARD TERMS AND CONDITIONS

1. **OVERVIEW**: The written offer to the customer named ("**Customer**") in the written proposal ("**Proposal**") by Sabre Communications Corporation ("**Sabre**") that describes the products ("**Products**") and/or Services ("**Services**") to be provided by Sabre, the prices for the same, the anticipated delivery or commencement date and such additional information as may be included in the Proposal are made subject exclusively to these standard terms and conditions ("**Standard Terms and Conditions**") stated herein and are valid for acceptance by Customer in writing within thirty (30) days of the date of the Proposal. All prices and clerical errors are subject to change and/or correction without notice. The Products to be furnished and/or Services to be accomplished as a result of the Proposal are limited strictly to the Products and/or Services outlined in the Proposal. **CUSTOMER'S SUBMISSION OF A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT IN RESPONSE TO THE PROPOSAL IS CONCLUSIVE ASSENT TO AND ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS UNLESS SPECIFIC TERMS ARE OBJECTED TO IN WRITING BY CUSTOMER AND ACCEPTED IN WRITING BY SABRE.** The provisions of the Proposal and these Standard Terms and Conditions shall constitute the entire contract and agreement between Customer and Sabre ("**Agreement**"). Acceptance of this bid through a purchase order or otherwise is limited to the terms and conditions stated herein unless both parties expressly agree otherwise in a writing signed by both parties.

2. **PAYMENT**: If Sabre extends credit to Customer, payment is due net thirty (30) days from the date of the invoice. Invoices for towers shall be issued upon the completion of fabrication regardless of whether Products have been shipped. Unless Customer shall have provided Sabre with a valid and effective tax exemption certificate or satisfactory evidence of the same, all federal, state and local taxes (other than those based upon Sabre's net income) imposed upon the Products or Services performed hereunder shall be paid by Customer. Time is of the essence with respect to payments to Sabre. Past due amounts are subject to an interest charge of the lower of one and one-half per cent (1-1/2%) per month or the highest rate permitted by law plus all reasonable fees and expenses of collection. Payment to Sabre is not contingent upon Customer having received payment from any other party.

3. **DELIVERY**: All Products are delivered F.O.B. Sabre's facility upon completion of fabrication. Title, ownership, risk of loss, risk of material obsolescence as well as risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time; provided, however, as an accommodation to the Customer, Sabre will maintain insurance coverage against the risk of loss for property damage on all material awaiting shipment.

4. **SHIPMENT**: Off-loading at point of destination not included unless specifically stated otherwise in the Proposal. Sabre will ship Products by common carrier. The carrier (through its driver) shall determine whether the site is accessible for its equipment. If the carrier determines that it is impractical to reach the site without injury/damage to the load, truck, or driver, the Customer will be responsible for finding an alternative site for unloading. No costs shall be incurred by Sabre as a result of the carrier's determination that access to the site is impractical. Customer must make careful inspection of Products when received. Customer must note on the bill of lading any claim that the shipment is not complete or that the Products are warped, bent, scraped, dented, or damaged in any other way, or not in all respects in proper condition prior to off-loading and shall make all claims pertaining to the shipment to Sabre in writing within forty-eight (48) hours of receipt of the Products or Sabre shall have no responsibility with respect to the shipment and such claims will be declined. In addition to the freight charges agreed to by the parties in the Proposal, additional freight charges may be assessed as follows: (i) Customer will have two (2) hours from the scheduled arrival time to unload the shipment, however, if the carrier is delayed more than the free time allowed, an additional rate per hour or maximum charge per day may apply; (ii) if the Customer requests the carrier to hold a delivery overnight to accommodate unloading, layover charges may be incurred in addition to any other unloading delays; (iii) if a load is diverted to a new location by the Customer, a new point-to-point rate will be established as well as additional mileage fees, if required; and/or (iv) if the Customer cancels a shipment on the same day the shipment was scheduled to leave Sabre's facility and the truck has been dispatched to load, a "truck not used" fee may be applied in addition to charges for material handling, however, if notice to cancel the shipment is given not less than one (1) business day prior to the scheduled departure date, no additional fees will apply.

5. **STORAGE**: If Customer declines to accept shipment of the Products immediately upon completion of fabrication, Sabre may agree to store the Products at its facility at Sabre's standard daily storage rate or Sabre may arrange for storage at another location at the expense of Customer.

6. **CHANGE ORDERS**: Customer shall notify Sabre in writing of any requested change(s) to an existing purchase order and Sabre will prepare and submit to Customer a change order incorporating the changes Sabre will agree to and any change in the price(s) associated with said changes (the "**Change Order**"). If Customer agrees in writing to the changes, Customer will sign and return the Change Order. If additional payments are due Sabre as a result of the changes, Sabre will invoice Customer for such changes.

7. **TOWER MODIFICATION PRODUCTS AND/OR SERVICES**: If the Proposal is for tower modification Products, Sabre will not participate to any extent in the physical modification of any existing communication tower structure unless specifically stated in the Proposal. Sabre's sole responsibility shall be the design, drafting, engineering and fabrication of the Products needed for modification of the existing communication tower.

8. **PRODUCT RETURNS**: Prior written authorization from Sabre is required for all returned Products which Sabre may decline in its sole discretion. Requests for return authorization must be received by Sabre within thirty (30) days of original shipment. When a Product return is authorized by Sabre, it must be received within fifteen (15) days of the date the return material authorization number ("**RMA**") is issued by Sabre, bear the RMA number, be shipped freight prepaid to a destination of Sabre's choice, and be in new and unused condition. All returned Products are subject to a restocking charge of 25% of the purchase price unless the Products are returned due to a defect, in which case, no restocking charge shall apply. Unsalable Products returned to Sabre will be scrapped and no credit will be given.

9. **DELAYS**: Sabre shall not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including, without limitation, lack of cooperation or assistance by Customer, labor difficulties, fire, accident, act of the public enemy, war, public disturbances, sabotage, transportation delay, shortage of raw material, energy, or machinery, or act of God, government or the judiciary or any disruption caused by a third party that materially impairs Sabre's performance hereunder.

10. **EXCLUSIVE WARRANTIES AND REMEDIES**: Sabre's exclusive limited warranty relating to the Products is that the Products will comply with the applicable Product specifications in the Proposal in all material respects and will be free of material defects in materials and workmanship when delivered. The warranty period is for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer. Sabre reserves the right to change or modify the design or construction of any of its Products and to substitute material equal to or superior to that originally specified. In the event Sabre determines that the Products do not conform with this warranty, Customer's exclusive remedy shall be, at Sabre's option and expense: (i) Sabre shall correct any material defect; (ii) Sabre shall furnish a replacement Product and shall be responsible for labor costs involved in the reinstallation of such Product only if Sabre installed the Product; or (iii) Sabre shall refund the price paid to Sabre for the Product provided that Customer agrees to return the Product (freight prepaid by Sabre) within thirty (30) days of the discovery of the discrepancy during the warranty period. With respect

to Services, Sabre's exclusive limited warranty is that the Services shall be performed in a workmanlike fashion. In the event Sabre breaches this warranty, Customer's exclusive remedy shall be, at Sabre's option and expense: (i) Sabre shall correct such Services within thirty (30) days of the performance of the Services; or (ii) Sabre shall refund the price paid for the applicable portion of the Services. Sabre does not make any warranty as to any services, materials or goods furnished by third parties (e.g., light kits); however, Sabre will assign to Customer any rights it has against such third parties. These warranties shall be effective only if the Products are installed and maintained in accordance with Sabre's recommendations and specifications and that Customer, during the warranty period, shall regularly (not less than semi-annually) inspect and properly maintain the Products.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IT SHALL BE THE CUSTOMER'S SOLE RESPONSIBILITY TO VERIFY THAT THE PRODUCTS MEET THE SUITABILITY AND USABILITY REQUIREMENTS OF THE INTENDED APPLICATION OF CUSTOMER.

11. **LIMITATION OF LIABILITY: IN NO EVENT SHALL SABRE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE OR DOWNTIME, EVEN IF SABRE HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING. IN NO EVENT SHALL SABRE'S LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE PRODUCTS AND/OR SERVICES OR OTHERWISE EXCEED THE LESSER OF CUSTOMER'S DIRECT DAMAGES OR THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS AND/OR SERVICES**.

12. **CUSTOMER PRODUCT SELECTION AND USE RESPONSIBILITIES**: Customer represents and warrants to Sabre that Customer possesses all necessary expertise to properly select, install and/or use the Products or that Customer has secured the services of a competent professional with respect to the foregoing and acknowledges that the Proposal is based upon the design, information and specifications provided by the Customer being complete, correct, and accurate. Customer agrees to be responsible for all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability caused by Customer's improper selection, use, installation or dealings with the Products or the failure of the design, information and specifications provided by the Customer to be complete, correct, and accurate. Customer shall specify any specific design parameters required to conform to local, state or federal requirements which may affect the price in the Proposal prior to Sabre accepting an order from Customer. Plot plans with tower orientation and antenna mounting elevations and azimuths shall be provided by Customer with the Purchase Order.

13. **INDEMNIFICATION**: To the fullest extent allowed by law, each party will indemnify, defend and hold the other party and its respective parents, subsidiaries, affiliates, directors, officers, partners, stockholders, associates, employees and agents (collectively, "**Indemnitees**") harmless from and against all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability claimed by a third party for personal injury, death or damage to tangible property (collectively, "**Liabilities**") proximately caused by the party from which indemnification is sought ("**Indemnitor**") provided the Indemnitees give the Indemnitor prompt written notice of any of the foregoing and provide full cooperation and assistance to the Indemnitor in the investigation and defense of such claim and grants the Indemnitor exclusive control of the defense and settlement thereof. No indemnification will be requested by or provided to a party whose actions are a contributing cause, in whole or in part, to the Liabilities.

14. **CONFIDENTIALITY**: The parties agree that if either party provides the other party with non-public written documentation which the disclosing party wants treated as being confidential, the disclosing party will clearly mark the documentation with a legend stating that the documentation is considered confidential by the disclosing party. The recipient will use at least the same effort to avoid disclosure of the confidential documentation as the recipient uses with respect to the recipient's confidential documentation but in no event less than due care. Notwithstanding the foregoing, the recipient shall not be required to protect or hold in confidence any information in the confidential documentation which was or is: (a) part of the public domain, (b) known to the recipient prior to the disclosure to the recipient, (c) disclosed to a third-party by the disclosing party without a written obligation of confidence; (d) rightly received by the recipient from a third party; or (e) independently developed by the recipient without access to the confidential documentation.

15. **INFRINGEMENT**: Sabre's exclusive warranty regarding infringement is that for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer, the Products created by Sabre or the Services or any works created as a result of the Services solely in accordance with Sabre's plans, drawings, specifications or instructions, will not infringe any United States patent, copyright or trade secret. Sabre agrees to defend Customer against a lawsuit and pay all damages, costs and reasonable attorney's fees finally awarded against Customer resulting from any claim that any Products created by Sabre or the Services performed by Sabre or the works created as a result of the Services infringe any of the foregoing provided that Customer: (a) gives Sabre prompt written notice of any claim; (b) provides reasonable cooperation to Sabre in the investigation and defense of such claim; and (c) grants Sabre exclusive control of the defense and settlement thereof. In the event of any such infringement, Sabre shall, at its option and expense, either (i) replace or modify the Products or the works created as a result of the Services so that they become non-infringing, or (ii) accept return of the Products and refund an amount equal to Customer's depreciated value of the returned Products or works found to be infringing. Sabre shall have no liability for infringements caused in whole or in part by Customer, third parties not hired by Sabre or alterations or combinations not reviewed and approved in writing in advance by Sabre or that are not performed or provided by Sabre. The foregoing constitutes the exclusive warranty of Sabre and exclusive remedy of Customer with respect to any claim or action for infringement. Customer may fully participate in the defense and/or settlement or compromise of any claim of infringement at Customer's expense. Customer shall provide Sabre with the same warranty and defense of claims of infringement with regard to Products created by Sabre in compliance with Customer's plans, drawings, specification or instructions. Sabre does not warrant against infringement any materials or goods furnished by third parties (e.g., light kits); however, Sabre will assign to Customer any rights it has against such third parties.

16. **SABRE'S DRAWINGS & MATERIALS**: Title to all drawings, specifications, brochures, reprints, copies, copies of copies or any other data furnished to Customer are copyrighted by Sabre and title thereto shall remain with Sabre. Customer shall not reproduce, copy or disclose such information in whole or in part for any purpose without prior written permission from Sabre.

17. **LIGHTING REQUIREMENTS**: Customer agrees to comply with the latest standards set forth by the Federal Aviation Administration, the Federal Communications Commission, and any other local, state or federal regulations or ordinances for tower erection and lighting. Customer confirms that the lighting kit ordered for installation on the tower conforms to all such standards and indemnifies Sabre for any loss or expense, including attorney fees, for noncompliance or nonconformance with such standards. It shall be the Customer's responsibility to provide adequate electrical supply at the base of the tower.

18. **EXCLUSIONS FROM PROPOSAL PRICE**: Unless otherwise stated in the Proposal, the prices in the Proposal do not include antennas, transmission lines, jumpers, ground kits, hangars and hardware.

19. **PHOTOGRAPHS**: Sabre at all times reserves the right to take pictures of any or all of its Products after installation for advertising purposes, except those which are under classified government control.

20. **SABRE'S EMPLOYEES**: Sabre reserves the right to determine which of its employees will be assigned to a particular project, to replace or reassign such employees and/or subcontract to qualified third persons part or all of the performance of any Services requested hereunder. Customer may request the removal or reassignment of Sabre's employees on a nondiscriminatory basis at any time and Sabre will promptly provide a suitable replacement. Sabre's employees will comply with all generally applicable work and security rules of Customer.

21. **INDEPENDENT CONTRACTORS**: The parties' relationship during the term of this Agreement shall be that of independent contractors. Neither party shall have, nor shall represent that it has, any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other or in such other party's name, except as herein expressly provided. Nothing stated in this Agreement shall be construed as constituting a partnership, joint venture or as creating the relationships of employer/employee or principal/agent between the parties.

22. **NOTICES**: All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder will be deemed duly given if it is received and/or sent by facsimile, receipted delivery or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at the address set forth in the Proposal. Either party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth. Each party agrees to promptly provide written notice of any suspected breach of this Agreement, the specifics of any claim of breach or for damages and to provide the other with a reasonable opportunity to investigate and cure any curable matter. In order to bring an action against Sabre for damages, Customer must give notice to Sabre of any claim for damages within six (6) months of the date the claim arises. No claim of breach of this Agreement shall be made by Customer unless and until all uncontested amounts are paid to Sabre.

23. **WAIVER**: Any waiver of any breach of this Agreement shall not be effective unless set forth in a writing signed by an officer of the waiving party.

24. **SURVIVAL**: The termination of this Agreement shall not affect the obligations of either party to the other that arises under the terms and conditions of this Agreement, rights arising from this Agreement, or causes of action which have accrued prior to the date of the termination.

25. **DISPUTES**: The parties agree that any controversy or claim (whether such controversy or claim is based upon statute, contract, tort or otherwise) arising out of or relating to this Agreement, any performance or dealings between the parties, or any dispute arising out of the interpretation or application of this Agreement or any dealings between the parties and/or their respective directors, managers, partners, officers, employees or agents ("**Dispute**"), which the parties are not able to resolve, shall be resolved as follows:

a. The parties will endeavor to settle the Dispute through mediation under the Construction Industry Mediation Rules of the American Arbitration Association ("**AAA**") before recourse to arbitration. Any action for breach of warranty must be commenced within one (1) year after the cause of action accrues. Once one party files a request for mediation with the other party and with the AAA, the parties agree to conclude the mediation within thirty (30) days of filing the request. The mediation shall be conducted in the city where the party commencing the mediation is located. The parties agree to share the fees and expenses of mediation equally.

b. Any Dispute not resolved by mediation, shall be decided by a single arbitrator pursuant to the Construction Industry Arbitration Rules of the AAA then in effect and shall be conducted in the city where the party commences the arbitration. The arbitrator will have the authority to grant injunctive relief in a form similar to that which a court of law would otherwise grant. Judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. The arbitrator will be mutually chosen from a panel of licensed attorneys familiar with the subject matter of this Agreement having at least fifteen (15) years of professional experience and will be appointed within thirty (30) days of the date the demand for arbitration was sent to the other party. Discovery will be permitted in accordance with the Federal Rules of Civil Procedure of the United States of America. If an arbitration proceeding is brought pursuant to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, costs and necessary disbursements incurred in addition to any other relief to which such party may be entitled except that, by the express agreement of the parties, the arbitrator shall not have the power to award incidental, consequential, special, indirect, punitive or exemplary damages. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to enforce award or to comply with legal or regulatory requirements. Before making any such disclosure, the party intending to make the disclosure shall give the other party written notice of such intention and shall afford the other party a reasonable opportunity to protect its interests, which such period shall not be less than twenty (20) days from the non-disclosing party's receipt of the aforementioned written notice. The parties agree that all parties necessary to resolve the claim shall be the parties to the same arbitration proceedings. Appropriate provisions shall be included in all other contracts relating to the work to provide for the consolidation of arbitrations. If Sabre continues to perform, Customer shall continue to make payments in accordance with this Agreement. Nothing herein shall prohibit Sabre from filing a mechanics lien against the real estate or the real estate interest on which any Services are performed. This agreement to arbitrate shall be governed by the Federal Arbitration Act.

26. **SEVERABILITY**: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

27. **GOVERNING LAW**: This Agreement shall be governed by the laws of the State of Iowa. Jurisdiction to enforce the mediation and arbitration provisions of this Agreement is agreed to be in the Federal and/or State District Courts located in Woodbury County, Iowa.

28. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the parties and may only be modified by a written instrument executed by an authorized officer of both parties. All negotiations and representations (if any) made prior, and with reference to the subject matter of this Agreement, are merged herein. Neither Sabre nor Customer shall be bound by any oral agreement or representation, irrespective of when made. Sabre and Customer agree that Customer's preprinted forms, including Customer's Purchase Order, are for convenience only and all terms and conditions stated thereon which are inconsistent with these Standard Terms and Conditions are void and of no effect and are hereby expressly rejected by Sabre.

NASPO ValuePoint

PARTICIPATING ADDENDUM

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICE AND SOLUTIONS

Lead by the State of **Washington**

Master Agreement #: 00318 State of Arizona Contract #CTR069967

Contractor: **Sabre Communications Corporation**

Participating Entity: **STATE OF ARIZONA**

The following products or services are included in this contract portfolio:

Sabre Communications Corporation has been awarded the following categories/sub-category/solutions. Detail regarding available services, warranty, software options along with products and pricing are available on the NASPO ValuePoint webpage.

11.2 Equipment Shelter: Concrete
12.4 Towers: Guyed
12.5 Towers: Guyed, Light
12.6 Towers: Lattice
12.7 Towers: Lattice, Light
12.8 Towers: Monopole

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Public Safety Communications Products, Services and Solutions* led by the State of Washington for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by the State of Arizona, and its departments, agencies, boards, commissions, universities, and other entities authorized to use statewide contracts in the State of Arizona. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. State of Arizona Agencies, Boards and Commissions engaging in Design or Construction activities need to comply with A.R.S. 41-791.01 and SP044 of the Arizona State Procurement Office.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Phillip Haigler
Address:	7101 Southbridge Drive Sioux City, IA 51111
Telephone:	(850) 225 - 9614
Fax:	
Email:	plhaigler@sabreindustries.com

Participating Entity

Name:	John Red Horse
Address:	1802 W. Jackson St., #100 Phoenix, AZ 85007
Telephone:	602-695-6602
Fax:	
Email:	john.redhorse@azdoa.gov

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[___] No changes to the terms and conditions of the Master Agreement are required.

[___X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

Notwithstanding any provision of the Agreement ("the Agreement") to the contrary, Contractor ("Contractor") agrees to abide the following terms and provisions that are required for contracts with the State Procurement Office ("the Department"), an agency of the State of Arizona:

1. No Indemnification. Notwithstanding any provision of the Agreement to the contrary, the Department is not authorized to indemnify the Contractor.

To the fullest extent allowed by law, each Party will indemnify, defend and hold the other Party and its respective parents, subsidiaries, affiliates, directors, officers, partners, stockholders, associates, employees and agents harmless from and against all third party claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability arising out of or in connection with any injury, damage, or death caused by the negligence or willful misconduct of the Indemnifying Party or its agents, employees, or representatives in the course of performing the obligations set forth in this this Agreement.

Indemnification provided in this agreement shall only be proportionate to the degree of negligence or willful misconduct of the indemnifying party. The indemnifying party shall not be liable for any damages or losses that are not directly caused by its negligence or willful misconduct.

2. Availability of Funds. Every payment obligation of the Department under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Department or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the Department or any other agency of the State of Arizona in the event this provision is exercised, and neither the Department nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. In the event of cancellation, charges on uncompleted Goods or Services shall not exceed Contractor's cost at the end of the notice period following termination. Contractor's cost shall include direct and indirect costs, including materials, labor and overhead, but shall not include any profit on work performed to date on uncompleted Goods or Services. Charges for all completed Goods or Services shall be the selling price as stated in the Purchase Order or most recent change order.

3. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

A.R.S. § 35-214. Inspection and audit of contract provisions

A. Except as provided in subsection C, in all contracts and subcontracts for the furnishing of goods, equipment, labor, materials or services to the state, or any of its agencies, boards, commissions or departments, there shall be a provision that all books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the state for five years after completion of the contract. The contract provision shall also require that such records be produced at such state offices as designated by the state in the contract.

B. Nothing in subsection A shall preclude a more stringent audit requirement agreed to by the parties in any state contract, and no rule of procedure shall limit the authority of the state to exercise its rights under this section.

C. This section does not apply to contracts or subcontracts for the furnishing of goods, equipment, materials or services to any agency, board, commission or department of this state by another agency, board, commission or department of this state or a political subdivision of this state.

A.R.S. § 35-215. Influencing, obstructing or impairing audit; classification

A person who, with intent to defraud, or deceive, improperly influences, obstructs or impairs an audit being conducted or about to be conducted in relation to any contract or subcontract with the state is guilty of a class 5 felony.

4. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

5. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

6. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547.

A.R.S. § 41-2547. Right to inspect plant

The state may at reasonable times inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded or to be awarded by this state.

Inspection at Facility – Contractor's proposed schedule and price does not contemplate any disruptive or additional holding and supervisory conditions caused by inspections from Department or Department's representative at Contractor's facility during the manufacturing process. For confidentiality, safety and scheduling reasons, Contractor, at its sole discretion, reserves the right to approve the presence or supervision of Department or Department's representative at Contractor's facility during any phase of the manufacturing process and may require Department or its representative to sign a Non-Disclosure Agreement prior to entering Contractor's premises.

7. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature block to the Contract submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the

Procurement Officer stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other; an amendment to the Contract shall not be necessary.

8. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.

9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

10. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

11. Certifications Required by State Law.

    11.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq*. and will refrain from any such boycott for the duration of this Contract.

    11.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

12. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

13. Applicable Taxes

    13.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

    13.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are

the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

13.3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

13.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

14. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

15. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

A.R.S. § 38-511. Cancellation of political subdivision and state contracts; definition

A. The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

B. Leases of state trust land for terms longer than ten years cancelled under this section shall respect those rights given to mortgagees of the lessee by section 37-289 and other lawful provisions of the lease.

C. The cancellation under this section by the state or its political subdivisions shall be effective when written notice from the governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time.

D. The cancellation under this section by any department or agency of the state or its political subdivisions shall be effective when written notice from such party is received by all other parties to the contract unless the notice specifies a later time.

E. In addition to the right to cancel a contract as provided in subsection A of this section, the state, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract.

F. Notice of this section shall be included in every contract to which the state, its political subdivisions, or any of the departments or agencies of either is a party.

G. For purposes of this section, "political subdivisions" do not include entities formed or operating under title 48, chapter 11, 12, 13, 17, 18, 19 or 22.

16. Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

17. Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

A.R.S. § 12-1518. State and political subdivisions; use of arbitration

A. In the discretion of any state agency, board or commission or any political subdivision of this state, the services of the American arbitration association, or any other similar body, may be used as provided by this article. Any agreement to make use of arbitration shall be made either at the time of entering into a contract or by written mutual agreement at a subsequent time prior to the filing of any civil action.

B. Notwithstanding subsection A of this section, a state agency, board or commission shall include an agreement to make use of arbitration in all contracts which are subject to mandatory arbitration pursuant to rules adopted under section 12-133.

C. Notwithstanding subsection A or B of this section, a state agency, board or commission shall include an agreement to make use of arbitration as provided in this article in public works contracts if the amount in controversy is less than one hundred thousand dollars.

18. Subcontractors: All contactors, dealers, and resellers authorized in the State of *Arizona* as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

19. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

20. Attachment "A". Boycott of Israel Pursuant to A.R.S. § 35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Materials or Services from Israel."

21. Attachment "B". Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

22. Liability Limitation

22.1. Limit. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective liability arising from or related to the Contract is limited to one (1) time the purchase price of the specific Materials or Services giving rise to the claim whether based in contract, tort, warranty or other theory of recovery. This limitation of liability applies to all arbitration decisions, settlements, judgments, losses, damages, costs, expenses, attorney's fees, remedies, or any other form of compensation.

22.2. Provisos. - To the fullest extent permitted by applicable law, and notwithstanding any other provisions in this Agreement, neither Party shall not be liable to the other Party under any theory of recovery, whether based in contract, tort, warranty, or other theory of recovery for any loss of profits, revenue, business opportunity, interest, or goodwill, or any indirect or consequential damages, incidental, special, exemplary, or punitive damages, whether or not foreseeable, arising out of or in connection with this Agreement.

23. Bill and Hold: In the event of construction delays or any other delays in delivery not due to Contractor, the Department shall notify Contractor in writing to postpone and delay the delivery of any Products which have been manufactured by Contractor. In the event the Department is unable to accept delivery at the scheduled dates, the Department shall store completed Products at Contractor's facility under a Bill and Hold arrangement. Under a Bill and Hold arrangement, Contractor may store the finished Products for up to thirty (30) days free of storage charge, subject to space availability and confirmation at time of request by the Department. After thirty (30) days, Contractor may charge the Department storage fee at a price agreed upon by both Parties. Under a Bill and Hold arrangement, Contractor shall invoice Products at completion of fabrication, regardless of delivery status. The Department understands and agrees that title and risk of ownership will pass to the Department under a Bill and Hold arrangement, and the invoice will

be paid according to normal payment terms noted elsewhere in this Agreement. It is further understood that regarding risk of loss, Contractor will maintain custodial obligations for the Products, including responsibility for damage to the Products while at Contractor's facility.

24. Termination for Default: Contractor may suspend all work or terminate this Agreement for cause if Department fails to pay Contractor any undisputed amount due as set forth in this Agreement, and such failure continues for fifteen (15) days following due date.

25. Confidentiality: Neither Party may not, without the other Party's prior written consent, disclose the terms and conditions of this Agreement and any information exchanged between the Parties pursuant to or in connection with this Agreement ("Confidential Information") to any third party, except (i) to the extent such disclosure is required under applicable law or order of a court or other governmental authority; (ii) to either Party's affiliates' employees, agents, representatives and professional advisers; (iii) to any third party, including a bank or other lending agency and its professional advisers, to the extent necessary for arranging for financing; or (iv) to the extent such disclosure is necessary to allow either Party to perform its obligations under this Agreement. If either Party desires to make a disclosure of any Confidential Information to any third party, it shall consult with and advise the other Party reasonably in advance of such disclosure and the parties will work together in good faith relative to any such actual or potential disclosure.

26. Intellectual Property Ownership: Under no circumstances shall this Agreement or any Purchase Order grant a Party any ownership rights in the patents, copyrights, trademarks, or trade secrets ("Intellectual Property") of the other Party, whether the Intellectual Property is in existence on the Effective Date of the Agreement or developed or acquired thereafter. Any Intellectual Property shall remain the sole and exclusive property of each respective Party. Nevertheless, both Department and Contractor hereby grant a limited license to the other Party relative to any Intellectual Property implicated by this Agreement for the limited purpose of completing the obligations imposed by this Agreement. Only the Parties' officers, directors and/or employees with a "need to know" shall have access to such Intellectual Property. This limited license shall be terminated when the obligations imposed on the Parties by this Agreement are completed or the Agreement is otherwise terminated. Under no circumstances shall a Party distribute, share or discuss any of the other Party's Intellectual Property with any third-party without the written consent of the other Party. Notwithstanding anything set forth herein, Department shall retain royalty-free, perpetual rights to use the Goods for their intended purpose but shall not copy, re-manufacture or reverse engineer the Goods.

27. Termination for Convenience: The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive

just and equitable compensation for work in progress, work completed and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

28. Insurance: Additional Insured and Waiver of Subrogation.

a. All policies shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. All policies shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

29. Business Automobile Liability:

Bodily Injury and Property Damage for any owned, hired, and/or non- owned automobiles used in the performance of this Contract.

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

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

30. The Contract is a mandatory statewide contract (per A.A.C. R2-7-607) for multiple purchases, projects, or assignments, and a cooperative contract (per A.R.S. § 41-2632 and A.A.C. R2-7-1002(B)) that can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a cooperative contract hereunder.

30.1 Contractor shall verify if an ordering entity is a current Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting

30.2 Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

30.3 Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate prior to January 1, 2024, is one (1%) percent. Rates are set in accordance with SPO Technical Bulletin (TB) 007, available on the SPO website, which may be revised at the State's sole discretion as part of Arizona state procurement policy. For convenience (though note that this link may change over time) TB 007 may be found here:

https://spo.az.gov/suppliers/usage-reporting

Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting

30.4 Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting

30.5 Contractor shall acknowledge each Order from Eligible Agencies within one (1) business day after receipt by either: (a) "approving" the Order electronically in the State's eProcurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in the State's eProcurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.11.3 [Orders are Obligatory]. Unless and until Contractor has approved the Order in the State's eProcurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted

the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in the State's eProcurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in the State's eProcurement System and if it does so the rejection will be void.

30.6 Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each Co-Op Buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor:
State of Arizona	Sabre Industries, Inc.
Signature:	Signature:
Name: John Red Horse	Name: Brian D. Newberg
Title: Sr. Manager – Technology, SPO	Title: President
Date: 2/7/2024	Date: 2-7-2024

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org .

	Sabre NASPO AZ participating addendum	Arizona Department of Administration State Procurement Office

Attachment – Boycott of Israel Disclosure

Please note that if <u>any</u> of the following apply to this Solicitation, Contract, or Contractor, then the Offeror <u>shall</u> select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; or
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Materials or Services from Israel."

Under A.R.S. § 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
(a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
…
5. "Public entity": (a) Means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State. (b) Includes the universities under the jurisdiction of the Arizona board of regents and community college districts as defined in section 15-1401.

The certification below does <u>not</u> include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. § 35-393.03.

In compliance with A.R.S. § 35-393 *et seq*., all Offerors must select one of the following:

☒ The Company submitting this Offer **<u>does not</u>** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 *et seq*. I understand that my entire response will become a public record in accordance with A.A.C. R2-7-C317;

☐ The Company submitting this Offer **<u>does</u>** participate in a boycott of Israel as described in A.R.S. § 35-393 *et seq*.; or

☐ **Exempt Solicitation, Contract, or Contractor.** Indicate which of the following statements applies to this Contract (may be more than one):

- ☐ Solicitation or Contract has an estimated value of less than $100,000;
- ☐ Contractor is a sole proprietorship;
- ☐ Contractor has fewer than ten (10) employees; or
- ☐ Contractor is a non-profit organization.

Sabre Industries, Inc.	
Company name	Signature of person authorized to sign
7101 Southbridge Drive	Brian D. Newberg, President
Address	Printed name and Title
Sioux City, IA 51111	bdnewberg@sabreindustries.com (712) 253-9027
City, State, ZIP	Contact email address / Contact phone number

	Forced Labor of Ethnic Uyghurs Ban		
	Sabre NASPO AZ Participating Addendum	PAGE 1 OF 1	State of Arizona State Procurement Office

Forced Labor of Ethnic Uyghurs Ban

Please note that if <u>any</u> of the following apply to the Contractor, then the Contractor <u>shall</u> select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or use any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. § 35-394, all Contractors must select one of the following:

☒ The Company **<u>does not</u>** use, and agrees not to use during the term of the contract, any of the following:

- Forced labor of ethnic Uyghurs in the People's Republic of China;
- Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
- Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

☐ The Company **<u>does</u>** participate in the use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

☐ **Exempt Contractor: Select all statements that** apply to the Contractor:

- ☐ Contractor is a sole proprietorship;
- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

Sabre Industries, Inc.	
Company name	Signature of person authorized to sign
7101 Southbridge Drive	Brian D. Newberg
Address	Printed name and Title
Sioux City, IA 51111	bdnewberg@sabreindustries.com 712-454-7100
City, State, ZIP	Contact email address Contact phone number

COOPERATIVE PURCHASING MASTER AGREEMENT

NO. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

SABRE COMMUNICATIONS CORPORATION

Dated July 1, 2021

COOPERATIVE PURCHASING MASTER AGREEMENT

NO. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

FOR

SUB-CATEGORY 11.2 SHELTERS, CONCRETE
SUB-CATEGORY 12.4 TOWERS, GUYED
SUB-CATEGORY 12.5 TOWERS, GUYED LIGHT
SUB-CATEGORY 12.6 TOWERS LATTICE
SUB-CATEGORY 12.7 TOWERS, LATTICE LIGHT
SUB-CATEGORY 12.8 TOWERS, MONOPOLE

This Cooperative Purchasing Master Agreement ("Cooperative Purchasing Master Agreement") is made and entered into by and between Enterprise Services acting by and through the State of Washington ("Enterprise Services") and Sabre Communications Corporation, an Iowa corporation ("Contractor") and is dated and effective as of July 1, 2021.

R E C I T A L S

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. *See* RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.

C. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). The NASPO ValuePoint purchasing cooperative program is led by state procurement officers from member states. NASPO ValuePoint does not award contracts; rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting master agreements.

D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the 'lead state' to conduct a competitive procurement in compliance with that state's procurement laws and award a cooperative purchasing master agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that cooperative purchasing master agreement by executing a Participating

Addendum. Until a Participating Addendum is executed by the applicable state (a 'participating entity'), no agency or other eligible organization (a 'purchasing entity') may purchase pursuant to the cooperative purchasing master agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.

E. Enterprise Services, as part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00318 dated November 16, 2020 regarding Public Safety Communications Products, Services and Solutions ("Public Safety Radio"). Sixteen (16) states indicated an intent to utilize the resulting Cooperative Purchasing Master Agreement.

F. Enterprise Services and a stakeholder team consisting of representatives from Washington, California, Alaska, Oregon, Montana, Tennessee, Colorado and Nevada evaluated all responsive bids to the Competitive Solicitation and identified Contractor as an Apparent Successful Bidder for the Categories identified above.

G. Enterprise Services determined that entering into this Cooperative Purchasing Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.

H. The purpose of this Cooperative Purchasing Master Agreement is to enable Participating or Purchasing Entities to purchase Public Safety Radio products and services, in the awarded Categories as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM. The term of this Cooperative Purchasing Master Agreement begins July 1, 2021 and ends on December 31, 2026; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, which shall occur no later than June 30, 2025, Contractor meets the following performance metrics:

- Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
- Administrative Fee Payments: Contractor provides timely and accurate Administrative Fee payments as detailed in this Master Agreement and Participating Addendums.

Notwithstanding any provision to the contrary, to effectuate a smooth transition for Participating States and Purchasing Entities for Public Safety Communications Products, Services and Solutions to begin on July 1, 2021 Contractor shall provide implementation and transition support to Participating States who wish to utilize the Cooperative Purchasing Master Agreement, beginning upon the date

such Participating State and Contractor executes a Participating Addendum. For the avoidance of doubt, no orders for products or services shall be made under this Agreement prior to July 1, 2021.

2. PARTICIPANTS AND SCOPE. This Cooperative Purchasing Master Agreement may be utilized under the following conditions:

2.1. PARTICIPATING ENTITIES. Contractor may not sell Public Safety Radio products and services under this Cooperative Purchasing Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms and conditions set forth in the Cooperative Purchasing Master Agreement are applicable to any Purchasing Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum; *Provided*, however, that no Participating Addendum shall operate to alter or modify any substantive terms of this Cooperative Purchasing Master Agreement which were solicited and procured pursuant to a competitive procurement. By way of illustration and not limitation, Participating Entities may include unique administrative, delivery, and invoicing requirements, as well as entity-specific confidentiality requirements and similar entity-specific administrative requirements in Purchase Orders utilizing this Cooperative Purchasing Master Agreement.

2.2. PURCHASING ENTITIES. Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order or other commitment document against the Cooperative Purchasing Master Agreement and becomes financially committed to the purchase.

2.3. PARTICIPATING ADDENDUM. Obligations under this Cooperative Purchasing Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive or other process to determine which Cooperative Purchasing Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum as instructed by the Lead State to support documentation of participation and posting in appropriate databases.

2.4. PURCHASING ENTITY RIGHTS. Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Cooperative Purchasing Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Cooperative Purchasing Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Cooperative Purchasing Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and invoice each Participating Entity individually.

2.5. PARTICIPATING ADDENDUM APPROVAL. Participating Entities who are not states may, under some circumstances, sign their own Participating Addendum, subject to the approval of

participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

3.1. CONTRACT SCOPE. Pursuant to this Cooperative Purchasing Master Agreement, Contractor is authorized to sell only those Public Safety Radio Products and Services in the category above posted on the NASPO ValuePoint website. Contractor shall not represent to any Participating or Purchasing Entity under this Cooperative Purchasing Master Agreement that Contractor has contractual authority to sell any Public Safety Radio Products beyond those approved and posted on the NASPO ValuePoint website.

3.2. MINIMUM WARRANTY FOR INCLUDED GOODS/SERVICES. Notwithstanding any provision to the contrary, Contractor agrees to and is providing a minimum warranty of no less than one (1) year for any goods/services included in this Cooperative Purchasing Master Agreement. Such minimum warranty begins when the goods/services are accepted by Purchaser or as agreed by Purchaser in its ordering documentation. Such minimum warranty includes all firmware and software updates within warranty period. Parts and related software will be free from defects in material and workmanship for one (1) year. If a product fails because of a defect in workmanship or materials within one (1) year from the date of acceptance by Purchaser, manufacture shall repair or replace the product or part with a new product or part without charge to Purchaser.

3.3. ADDITIONAL WARRANTY OPTIONS – See Sabre Communications Corporation Products/Services Pricing Document on the NASPO ValuePoint website for all warranty options.

3.4. AVAILABLE SERVICES – See Sabre Communications Corporation Products/Services Pricing Document on the NASPO ValuePoint website for a description and pricing for all optional services.

3.5. ABILITY TO MODIFY SCOPE OF COOPERATIVE PURCHASING MASTER AGREEMENT. Subject to mutual agreement between the parties, Enterprise Services, acting as the lead state, reserves the right to modify the Public Safety Radio Products included in this Cooperative Purchasing Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this competitively procured Cooperative Purchasing Master Agreement. In no event shall such modification, if authorized by Enterprise Services, limit the requirement for cooperative purchasing agreements to be subject to competitive procurement.

3.6. PRODUCT UPDATES. Upon approval, Contractor may update their products/pricelist on a semi-annual basis. Contractor must submit to the Lead Contract Administrator a revised product/pricelist highlighting changes and include an effective date of the change. At no time during the contract term shall products be deleted from the products/pricelist. Discontinued products/services must be struck-through and highlighted for ease of review process. Product/pricelist updates must be submitted for review and approval to the Lead Contract Administrator thirty (30) days prior to the effective date of the change. All products/pricelist will be posted on the NASPO ValuePoint website.

Product updates for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st. Additional product updates may be considered for approval with proper thirty (30) day notice at the discretion of the Lead State.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1st	July 1st
July 1-December 31	December 1st	January 1st

3.7. ECONOMIC ADJUSTMENTS. All pricing must be guaranteed for the first year of the Cooperative Purchasing Master Agreement. Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating the reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturer's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published manufacturer's price list. No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published manufacturer's price list, including renewal options, the Lead State shall be notified immediately. All published manufacturer's price list price reductions shall be effective upon the notification provided to the Lead State.

Enterprise Services reserves the right to request clarification and justification for requested Economic Adjustments.

Economic Price Adjustment requests for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Economic Price Adjustment requests for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1st	July 1st
July 1-December 31	December 1st	January 1st

3.8. PRICE CEILING. Although Contractor may offer lower prices, including volume discounts, to Purchasers, during the term of this Cooperative Purchasing Master Agreement, Contractor

guarantees to provide the Goods/Services at no greater than the prices set forth approved and posted on the NASPO ValuePoint website.

3.9. COOPERATIVE PURCHASING MASTER AGREEMENT INFORMATION. Enterprise Services shall maintain and provide information regarding this Cooperative Purchasing Master Agreement, including scope and pricing, to eligible Purchasers.

3.10. CONTRACTOR RESPONSIBILITIES. Contractor shall be responsible for successful performance of the Cooperative Purchasing Master Agreement and also for the successful performance of any and all of their partners. Contractor is to be the sole point of contact as applicable by Cooperative Purchasing Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the products and maintenance of the product for the term of the Cooperative Purchasing Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Cooperative Purchasing Master Agreement. Contractor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. Contractor will be responsible for compliance with requirements under the Cooperative Purchasing Master Agreement, even if requirements are delegated to partners. Contractor and partners must not in any way represent themselves in the name of the Lead State, NASPO ValuePoint or Participating States.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Purchasing Master Agreement and at the time any order is placed pursuant to this Cooperative Purchasing Master Agreement. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that, within fifteen (15) days of executing any Participating Addendum and prior to making any sales pursuant to such Participating Addendum, Contractor shall be in good standing and qualified to do business in such state and that Contractor properly shall have registered to do business in such state, shall possess and shall keep current all required licenses and/or approvals, and that it shall be current, in full compliance, and have paid all applicable taxes owed to such state.

4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any goods and services sold pursuant to this Cooperative Purchasing Master Agreement shall be merchantable, shall conform to this Cooperative Purchasing Master Agreement and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law.

Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered and the services provided free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Cooperative Purchasing Master Agreement and the three (3) year period immediately preceding the award of the Cooperative Purchasing Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

4.5. PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement and any Purchaser hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Master Agreement and/or any agreement entered into pursuant to this Cooperative Purchasing Master Agreement.

4.6. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Cooperative Purchasing Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.7. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to,

restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.

4.8. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Cooperative Purchasing Master Agreement, Contractor shall maintain an accurate profile in WEBS.

4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with Washington Statewide Payee Desk, which registration is a condition to payment.

4.10. COOPERATIVE PURCHASING MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Cooperative Purchasing Master Agreement with eligible Purchasers and to ensure that those entities that utilize this Cooperative Purchasing Master Agreement are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and services or suggesting that such goods and services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.11. COOPERATIVE PURCHASING MASTER AGREEMENT TRANSITION. Contractor represents and warrants that, in the event this Cooperative Purchasing Master Agreement or a similar contract, is transitioned to another contractor (e.g., Cooperative Purchasing Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

4.13 SUB-CONTRACTORS, AUTHORIZED RESELLERS/DEALERS. MANUFACTURER'S REPRESENTATIVE (PARTNERS). If utilizing partners, Contractor is responsible for such partners providing products and services, as well as warranty and maintenance services for any product or solution such partners provide pursuant to this Cooperative Purchasing Master Agreement. Pursuant to their applicable Participating Addendum, each Participating Entity may allow or disallow Contractor to utilize Partners. Only partners approved by the Participating Entity may be utilized. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

5. USING THE COOPERATIVE PURCHASING MASTER AGREEMENT – PURCHASES.

5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and services from this Cooperative Purchasing Master Agreement, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Cooperative Purchasing Master Agreement number. The terms of this Cooperative Purchasing Master Agreement shall apply to any Purchase Order and, in the event of any conflict, the terms of this Cooperative Purchasing Master Agreement shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Cooperative Purchasing Master Agreement.

(a) All order documents must, at a minimum, reference

- the Cooperative Purchasing Master Agreement number;
- The place and requested time of delivery;
- A billing address;
- The name, phone number, and address of the Participating Entity representative;

(b) All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Participating Entity's purchasing office, or to such other individual identified in writing in the Order.

(c) Orders must be placed pursuant to this Cooperative Purchasing Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days thereafter.

(d) Notwithstanding the expiration, cancellation or termination of this Cooperative Purchasing Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Cooperative Purchasing Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Cooperative Purchasing Master Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and services will be made as required by this Cooperative Purchasing Master Agreement, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

(a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchasing Entity's normal

work hours and within the time period mutually agreed in writing between Purchasing Entity and Contractor at the time of order placement. Deliveries to be off-loaded at Purchasing Entity's receiving dock or designated job site by Contractor.

(b) Contractor shall ship all goods purchased pursuant to this Master Agreement FOB Purchasing Entity's specified destination. Shipping charges must be mutually agreed to between Purchasing Entity and Contractor, and shall be added as a separate line item on the Contractor's invoice. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchasing Entity's fault or negligence.

(c) All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

(d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Purchasing Master Agreement shall be identified by the Cooperative Purchasing Master Agreement number set forth on the cover of this Cooperative Purchasing Master Agreement and the applicable Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

(e) Purchasing Entities may return unopened or unused (non-specialty) Public Safety Radio products within ten (10) business days of receipt for full credit, minus any freight or restocking fee. In such event, Contractor is responsible for shipping costs pertaining to any defective Public Safety Radio Products that are returned.

5.3. RECEIPT AND INSPECTION OF GOODS AND SERVICES. Goods and/or services purchased under this Cooperative Purchasing Master Agreement are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Such inspection and approval shall be determined within thirty (30) days of delivery. Purchaser reserves the right to reject and refuse acceptance of goods and services that are not in accordance with this Cooperative Purchasing Master Agreement and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and services at the time of delivery, Purchaser will notify Contractor within five (5) business days. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to, consistent with the warranty terms, repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

a) All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any

other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Cooperative Purchasing Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when the Public Safety Radio Products are put to use. Acceptance of such Public Safety Radio Products may be revoked in accordance with the provisions of the applicable commercial code, and Contractor shall be liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of any Public Safety Radio Products rejected and returned, or for which Acceptance is revoked.

(a) If any Public Safety Radio Products do not conform to the specifications, the Purchasing Entity may require the Contractor to repair or replace the Public Safety Radio Product in conformity with the specifications.

5.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements.

5.5. INSTALLATION. Installation shall be performed by Contractor in a professional manner in accordance with industry standard best practices. The premises shall be left in a neat, clean, and undamaged condition. Purchaser reserves the right to require Contractor to repair any damage caused during installation or provide full compensation as determined by Purchaser.

5.6. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Enterprise Services/the State of Washington or Purchasing Entity's information which may be classified as confidential, for any purpose not directly connected with the administration of this Cooperative Purchasing Master Agreement, except with prior written consent of Enterprise Services (or the applicable Purchasing Entity), or as may be required by law.

5.7. TREATMENT OF ASSETS. Title to all property furnished by any Participating State or Purchasing Entity shall remain with such Participating State or Purchasing Entity, as applicable. Any property of any Participating State and/or Purchaser furnished to Contractor shall, unless otherwise provided herein or approved by such Participating State and/or Purchaser, be used only for the performance of this Cooperative Purchasing Master Agreement. Contractor shall be responsible for damages as a result of any loss or damage to property of any Participating State or Purchasing Entity to the extent it results from the negligence of Contractor or to the extent it results from the failure on the part of Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances. If any such Participating State or Purchasing Entity property is lost, destroyed, or damaged, Contractor immediately shall notify such Participating State or Purchasing Entity and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to such Participating State or Purchasing Entity all property of such Participating State or Purchasing Entity prior to settlement upon completion, termination, or cancellation of this Cooperative Purchasing Master Agreement. Title to all property furnished by Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Purchaser upon delivery of such property

by Contractor and acceptance by the purchaser. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in the Purchasing Entity upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchaser in whole or in part, whichever first occurs. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors. Title to software shall not pass to Purchasing but shall be licensed. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

5.8. SOFTWARE LICENSE AGREEMENT. If the public safety communications equipment ordered and delivered under the term and conditions of this Cooperative Purchasing Master Agreement requires software or firmware to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Software License Agreement that will apply to such transactions. Contractor's software license agreement shall not conflict with the terms and conditions of this Cooperative Purchasing Master Agreement or specific security requirements of Purchasing Entity.

5.9. SUBSCRIPTION SERVICES AGREEMENT. If the public safety communications equipment ordered and delivered under the term and conditions of this Contract requires subscription services to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Software License Agreement that will apply to such transactions. Contractor's Subscription Services Agreement shall not conflict with the terms and conditions of this Master Agreement or the specific security requirements of Purchasing Entity.

6. INVOICING & PAYMENT.

6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- Cooperative Purchasing Master Agreement No. 00318
- Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- Contractor's Federal Tax Identification Number
- Date(s) of delivery
- Applicable goods/services;
- Invoice amount; and
- Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Cooperative Purchasing Master Agreement prices, less discounts or lower negotiated costs. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified.

6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.4. NO ADVANCE PAYMENT. No advance payment shall be made for the products and services furnished by Contractor pursuant to this Cooperative Purchasing Master Agreement; Provided, however, that the parties agree that maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

6.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Purchasing Master Agreement. Failure to do so shall constitute breach of this Cooperative Purchasing Master Agreement. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and services. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

7. CONTRACT MANAGEMENT.

7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Cooperative Purchasing Master Agreement. Enterprise Services' contract administrator shall provide Cooperative Purchasing Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Purchasing Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Contract Administrator 00318
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2218
Email: DESContractsTeamCypress@des.wa.gov

Sabre Communications Corporation
Attn: Phillip Haigler
7100 Southbridge Drive
Sioux City, IA 51111
Tel: (850) 225-9614
Email: plhaigler@sabreindustires.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Cooperative Purchasing Master Agreement.

7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	**Sabre Communications Corporation**
Attn: Legal Services Manager Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Email: greg.tolbert@des.wa.gov	Attn: Phillip Haigler 7100 Southbridge Drive Sioux City, IA 51111 Email: plhaigler@sabreindustries.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.

8.1. SUMMARY SALES DATA. Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under this Cooperative Purchasing Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

8.2. DETAILED SALES DATA. Contractor also shall report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Participating Entity name; (4) Participating Entity bill-to and ship-to locations; (4) Participating Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; and (8) line item description, including product number if used. Reports are due on a quarterly basis and must be received by the Enterprise Services and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Cooperative Purchasing Master Agreement.

8.3. NASPO VALUEPOINT EXECUTIVE SUMMARY. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days

after the conclusion of each calendar quarter.

8.4. REPORT OWNERSHIP. Timely submission of these reports is a material requirement of the Cooperative Purchasing Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8.5. CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA. Participating Addenda, as well as Orders or transaction data relating to Orders under this Cooperative Purchasing Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Cooperative Purchasing Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Cooperative Purchasing Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

9. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW

9.1. NASPO VALUEPOINT COOPERATIVE PROGRAM. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Cooperative Purchasing Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Cooperative Purchasing Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Cooperative Purchasing Master Agreement.

9.2. LOGOS. NASPO VALUEPOINT logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

9.3. ANNUAL SUPPLIER REVIEW. Contractor agrees to participate in an annual supplier performance review at a location (virtual or in-person) selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees. The 2022 Annual Supplier Business Review requires in-person attendance. Any subsequent Annual Supplier Business Review meetings may be attended virtually or in-person.

10. ADMINISTRATIVE FEES.

10.1. CONTRACTOR shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25%) of the quarterly sales by participating state. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.

10.2. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. The fee level, payment method and schedule

for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Cooperative Purchasing Master Agreement. The Contractor may adjust the Cooperative Purchasing Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

11. RECORDS RETENTION & AUDITS.

11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Purchasing Master Agreement and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchaser against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.2. AUDIT. Upon reasonable advance written notice, Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Cooperative Purchasing Master Agreement or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchaser against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall reimburse Purchasers for any overpayments inconsistent with the terms of this Cooperative Purchasing Master Agreement or orders, at a rate of 100% of such overpayments, found as a result of the examination of the Contractor's records.

12. INSURANCE.

12.1. REQUIRED INSURANCE. During the Term of this Cooperative Purchasing Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit A – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.

12.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Purchasing Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

12.3. INSURANCE CERTIFICATE. Prior to commencement of performance, Contractor shall provide to Enterprise Services a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to Enterprise Services that (1) names the State of Washington and Enterprise Services as additional insureds, (2) provides for written notice of cancellation delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

13. PUBLIC INFORMATION. This Cooperative Purchasing Master Agreement, all related documents, and all records created as a result of the Cooperative Purchasing Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

14. DEFAULTS AND REMEDIES

14.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Cooperative Purchasing Master Agreement immediately by written cure notice of any default. Contractor may be required to submit a written cure plan within five (5) business days of Suspension notification. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice has completed all the actions within the timeframe identified in the written cure plan. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Cooperative Purchasing Master Agreement, until such obligations have been fulfilled.

14.2. DEFAULT. Each of the following events shall constitute default of this Cooperative Purchasing Master Agreement by Contractor:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Purchasing Master Agreement;

(b) Contractor breaches any representation or warranty provided herein; or

(c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.3. REMEDIES for DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Purchasing Master Agreement are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Purchasing Master Agreement price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

(c) Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Cooperative Purchasing Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in this Cooperative Purchasing Master Agreement shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Participating Entity be liable to the other for exemplary or punitive damages.

14.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for goods and services already ordered as of the effective date of such notice. Except as stated in

this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

(b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Cooperative Purchasing Master Agreement; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Participating Entity or Purchasing Entity from payment for goods and services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

15. CLAIMS.

15.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Cooperative Purchasing Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Cooperative Purchasing Master Agreement, even if not attributable to negligence by Contractor or its agents.

15.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services, any Purchaser, and NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint) (NASPO) and their respective employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Cooperative Purchasing Master Agreement, except to the extent such claims are caused by Enterprise Services, any Purchaser, or NASPO's' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Cooperative Purchasing Master Agreement or in any other document executed in conjunction with this Cooperative Purchasing Master Agreement.

15.3. INDEMNIFICATION – Intellectual Property. The Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or

settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Cooperative Purchasing Master Agreement.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) it would be reasonably expected to use the Product in combination with such product, system or method.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Cooperative Purchasing Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

17. GENERAL PROVISIONS.

17.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Cooperative Purchasing Master Agreement.

17.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

17.3. INTEGRATED AGREEMENT. This Cooperative Purchasing Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

17.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Cooperative Purchasing Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party.

17.5. AUTHORITY. Each party to this Cooperative Purchasing Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Cooperative Purchasing Master Agreement and that its execution, delivery, and performance of this Cooperative Purchasing Master Agreement has

been fully authorized and approved, and that no further approvals or consents are required to bind such party.

17.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Purchasing Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.

17.7. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Purchasing Master Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Cooperative Purchasing Master Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Purchasing Master Agreement notwithstanding any prior assignment of its rights.

17.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Purchasing Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

17.9. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and services provided in Washington for the purpose of carrying out the Contractor's obligations under this Cooperative Purchasing Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

17.10. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and services pursuant to this Cooperative Purchasing Master Agreement, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such goods/services to Purchaser.

17.11. SEVERABILITY. If any provision of this Cooperative Purchasing Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Purchasing Master Agreement, and to this end the provisions of this Cooperative Purchasing Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Purchasing Master Agreement.

17.12. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Cooperative Purchasing Master Agreement, nor shall any purported oral modification or rescission of this Cooperative Purchasing Master Agreement by either

party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

17.13. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Purchasing Master Agreement shall survive and remain in effect following the expiration or termination of this Cooperative Purchasing Master Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

17.14. GOVERNING LAW. The validity, construction, performance, and enforcement of this Cooperative Purchasing Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Cooperative Purchasing Master Agreement or Order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

17.15. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Cooperative Purchasing Master Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or action concerning any Order placed against the Cooperative Purchasing Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

17.16. SOVEREIGN IMMUNITY. In no event shall this Cooperative Purchasing Master Agreement, any Participating Addendum or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.

17.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Cooperative Purchasing Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

17.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Cooperative Purchasing Master Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Cooperative Purchasing Master Agreement. Each party hereto and its counsel has reviewed and revised this Cooperative Purchasing Master

Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Purchasing Master Agreement. Each term and provision of this Cooperative Purchasing Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.

17.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Cooperative Purchasing Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Purchasing Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Purchasing Master Agreement.

17.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Cooperative Purchasing Master Agreement in their entirety.

17.21. CAPTIONS & HEADINGS. The captions and headings in this Cooperative Purchasing Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Purchasing Master Agreement nor the meaning of any provisions hereof.

17.22. ELECTRONIC SIGNATURES. An electronic signature of this Cooperative Purchasing Master Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Purchasing Master Agreement or such other ancillary agreement for all purposes.

17.23. COUNTERPARTS. This Cooperative Purchasing Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Purchasing Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Purchasing Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Elena McGrew
Elena McGrew
Its: Acting Statewide Enterprise Procurement Manager

SABRE COMMUNICATIONS CORPORATION,
AN IOWA CORPORATION

By: Phillip Haigler
Digitally signed by Phillip Haigler
DN: cn=Phillip Haigler, o=Sabre Communications Corp., ou, email=plhaigler@sabreindustries.com, c=US
Date: 2021.08.05 13:18:13 -05'00'
Phillip Haigler
Its: Contracts Manager – Federal Programs

EXHIBIT A

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION**. During the Term of this Cooperative Purchasing Master Agreement, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

    a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    b. WORKERS' COMPENSATION INSURANCE. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

    c. EMPLOYERS' LIABILITY (STOP GAP) INSURANCE. Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit.

    The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING**. Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED**. Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE**. Prior to execution of the Cooperative Purchasing Master Agreement, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Purchasing Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to

Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement**. . All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services ma

US Mail: Contracts & Procurement – Cooperative Purchasing Master Agreement Insurance Certificate
Master Contract No. 00318 – Public Safety Communications Products, Services and Solutions
Attn: Team Cypress
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-141

Email: DESContractsTeamCypress@des.wa.gov

Note: For Email notice, the Email Subject line must state:
Cooperative Purchasing Master Agreement Insurance Certificate – Master Contract No. 00318 – Public Safety Communications Products, Services and Solutions

5. **PRIMARY COVERAGE**. Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS**. Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION**. Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION**. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.

9. **EXTENDED REPORTING PERIOD**. If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Purchasing Master Agreement.

Sabre Executed - 00318 NVP-MA-Sabre-Final Clean-20210805

Final Audit Report 2021-08-06

Created:	2021-08-05
By:	Neva Peckham (neva.peckham@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN5oTSw83T3bsxYPYDbfFkQvdnPjFUPPA

"Sabre Executed - 00318 NVP-MA-Sabre-Final Clean-20210805 " History

Document digitally presigned by Phillip Haigler (plhaigler@sabreindustries.com)
2021-08-05 - 6:18:13 PM GMT- IP address: 198.238.242.30

Document created by Neva Peckham (neva.peckham@des.wa.gov)
2021-08-05 - 6:23:13 PM GMT- IP address: 198.238.242.30

Document emailed to Elena McGrew (elena.mcgrew@des.wa.gov) for signature
2021-08-05 - 6:23:57 PM GMT

Email viewed by Elena McGrew (elena.mcgrew@des.wa.gov)
2021-08-06 - 5:07:43 AM GMT- IP address: 104.47.64.254

Document e-signed by Elena McGrew (elena.mcgrew@des.wa.gov)
Signature Date: 2021-08-06 - 5:10:49 AM GMT - Time Source: server- IP address: 198.238.242.30

Agreement completed.
2021-08-06 - 5:10:49 AM GMT

Adobe Sign

City of San Luis
Budget Adjustment Form

Reason for Budget Adjustment:

Staff is requesting a fund transfer of $104,242.33 from General Ledger account 310-311-90015 Project 2025050, to account 806-181-90000, Project 2025021. Alhtough change orde total sum to $68,731.81 we are asking for a total of $104,242.33 to cover the $35,510.52 missing since we discovered after budget FY26 was approved that Sabre would be unable to deliver project on schedule causing the $35,510.52 fiscal impact to carry over to fiscal 2026 With the change orders included, the total project cost (shelter and tower) is now $504,242.33.

Account Number	Account Name	Project ID (Only 89000-9XXXX)	Amended Budget FY 2025	Budget to be revised (Add to)	Budget to be decreased (taken from)	Available Balance Budget FY 2025
310-311-90015	WW Plant Expansion	2025050			$105,000	-
806-181-90000	Tower Project	2025021		$105,000		-
						-
						-
						-
						-
						-
						-
						-
						-
Total				-	-	

Department Head _____ Date 09-25-2025

Finance Department _____ Date _____

City Manager _____ Date _____

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. F.**

Meeting Date: 10/22/2025

Department Head: Manuel Hernandez, Assistant 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 procuring slurry seal application services from American Pavement Preservation for the application of Slurry Seal as part of the Fiscal Year 2026 Pavement Preservation Program. **(Manuel Hernandez, Assistant Director of Public Works)**

SUMMARY:

In continuance of the Pavement Preservation Program, Public Works staff is seeking approval from the Mayor and City Council to accept slurry seal application services from American Pavement Preservation in the amount of $198,300.00.
The City of San Luis will piggyback on the City of Yuma's cooperative agreement with American Pavement Preservation for slurry seal services (RFQ #24-350). The cooperative agreement complies with Arizona's Cooperative Purchasing under A.R.S. § 41-2632(2) and aligns with the City of San Luis Purchasing Code Section 3.05.090, Cooperative Purchasing.

FY26 Slurry Locations (Approximately 90,000 Square Yards):

1. Los Jardines de la Plaza 1
2. Los Jardines de la Plaza 2
3. Los Jardines de la Plaza 3
4. Los Jardines de la Plaza 4
5. Bienestar Est No. 7B
6. Bienestar Est No. 7C

Note:

American Pavement Preservation and Cactus Asphalt are in partnership. The City of Yuma contract lists APP–Cactus Joint Venture as the contract holder. The contract was recently extended through September 4, 2029.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ACCEPT SLURRY SEAL APPLICATIONS SERVICES FROM AMERICAN PAVEMENT PRESERVATION IN THE AMOUNT OF $198,300.00 FOR THE FISCAL YEAR 2026 PAVEMENT PRESERVATION PROGRAM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	$198,300.00
BUDGETED AMOUNT:	$200,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	200-210-89000/$200,000.00

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

n/a

Attachments

A2502-218 SAN LUIS AZ FALL 2025 PROPOSAL 16 LBS DATE 10-2-25

FY26 Slurry Seal Location A 100625

FY26 Slurry Seal Location B 100625

APP Cactus COY Contract

To:	CITY OF SAN LUIS	**Contact:**	Manuel Hernandez
Address:	1090 EAST UNION STREET	**Phone:**	928-341-8577
	SAN LUIS, AZ 85349	**Fax:**	
Project Name:	CITY OF SAN LUIS AZ FALL 2025	**Bid Number:**	
Project Location:	San Luis AZ	**Bid Date:**	10/2/2025

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
TYPE-II SLURRY SEAL 16 LBS Type 2 Latex Modified Aggregate Slurry Seal Material Application Of Slurry Seal Only On Approximately 90,000 SY Application Of Slurry Seal Only On Existing Asphalt Surface Slurry Seal Placed At 16 Lbs. Per SY Average Application Rate.	90,000.00	SY	$2.100	$189,000.00
TRAFFIC CONTROL	1.00	LS	$9,300.000	$9,300.00

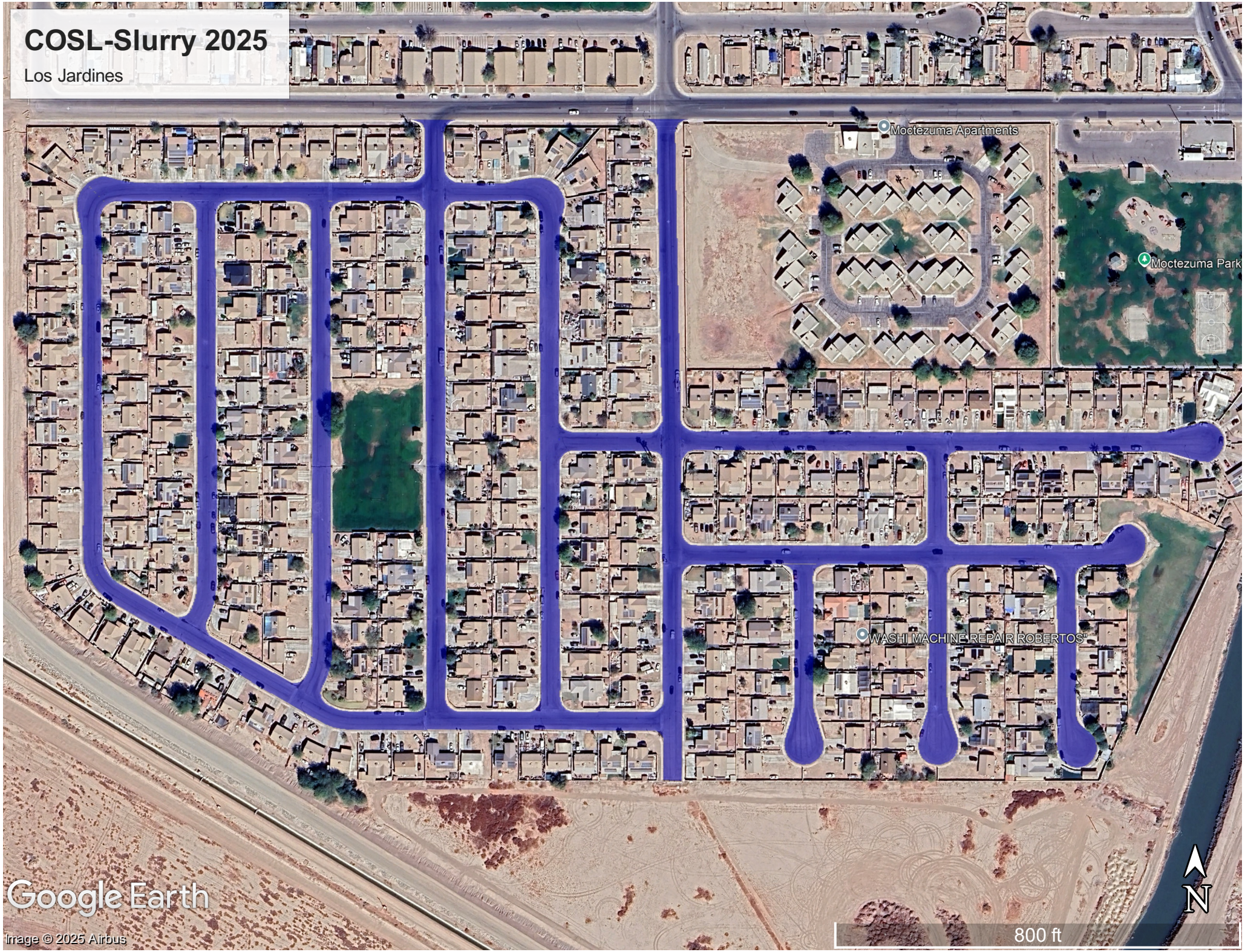
Total Bid Price: $198,300.00

Notes:

- Proposal to include the following:
  1. Cleaning of the surface prior to the application of the AMERICOAT seal coat material, oil spots to be treated but not guaranteed.
  2. Barricading of road and parking areas, area to be closed to complete the work.
  3. Placement of NO PARKING signs as necessary.
  4. Notifications placed on houses, apartment office, Condominium office, and business buildings if required.
  5. American Pavement Preservation seal coat material QC program.
  6. Unit prices to prevail. Overruns at the unit prices quoted or by dividing the lump sum price by the quantity.
  7. Covering or protecting of utilities to include metal manhole covers and water valves.
  8. Application of "AMERICOAT" Premium Latex modified asphalt seal coat spray application.
  9. Crack seal using hot rubberized asphalt crack sealant. Cracks cleaned prior to the application of the material.
  10. Application over oil and other non-removable surface defects is not guaranteed.
  11. Remove the existing asphalt and place new hot mix asphalt to a depth in inches according to the above quoted thickness over existing base prepared by others.
  12. Hot mix asphalt to be placed over existing grade and drainage, over existing base and subbase materials and conditions.
  13. It is understood that all the existing base conditions are correct, and no corrections or compaction is needed prior to placement of the asphalt.
  14. Underground items are the responsibility of the owner or prime contractor listed on the proposal above to locate, mark and protect prior to the work.
  15. Excludes gate loop replacement.
  16. Not responsible for drainage if slope is less than 2%.
- Excludes any and all items not specifically listed in proposal.
- Unit prices shall prevail.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- If proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract.
- ALL PRICES ARE BASED ON CURRENT OIL AND ASPHALT PRODUCT PRICES. Market price for oil products including diesel fuel, lubricants, and liquid asphalt are current, are extremely unstable, and are subject to change at any time. Costs of these products will be re-evaluated at the time work is scheduled and adjustments in costs made according to the current prices. Any increase in oil products and or asphalt related prices from date of proposal will be passed on to Owner.
- All work quoted above is scheduled on an "as available" basis unless otherwise stated. APP encourages customers to verify start dates as soon as possible and realize that schedule issues and or changes on your project may mean you will be moved back to our next available date behind other customers who have met their intended schedule. Your project will not be formally scheduled without a binding letter of intent or a formal contract. We apologize for any inconvenience, but we value our relationships with all customers.
- EXCLUSIONS (Unless Otherwise Specified or Listed Above): Any and All Items not Specifically listed in Proposal,Bonds, Permits (of any type) and related expenses, Plans, Engineering, Elimination of Any Drainage Problems, Survey, Staking, Traffic Control, Construction Water, As-Builts, Testing, Inspection, Clear & Grubb, Grading, Landscape Repairs, Weed Killer, Crack Routing, Crack-Sealing, Curb Line/Joint Sealing, Asphalt Patching, ABC, Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coats, Concrete Structures, Irrigation/Pipe Work, All Underground Items, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Curb Painting, New Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Hazardous Waste, Removal of Hazardous Waters, Removal of Debris Generated by Other Trades, Erosion Control, SWPPP, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.
- Security and or towing removal of vehicles, if required, to be furnished by Owner.

- Excludes Guarantee of the application of sealcoat, crack seal and paint over surface defects.
- Some settling of crack fill material should be expected in the weeks and months following sealing. In addition, alligatored areas and curb-to-pavement joints will not be sealed.
- Alligatored areas cannot be effectively crack-sealed. Full-depth patching is recommended for these areas.
- Asphalt overlays do not improve drainage. If drainage issues exist, removal and replacement should be considered.
- Parking stall oil spots to be scraped and / or treated, as per contract, but due to penetration of the vehicle oil into the asphalt, adhesion of the seal in these areas cannot be guaranteed or warranted.
- APP will not take responsibility for unforeseen subgrade issues. APP is not responsible for drainage or compaction of subgrade areas prepared by others.
- The complete elimination of any drainage problem or reflective cracking is not intended or guaranteed.
- Power steering and tire turning marks are normal and should not be cause for concern on new slurry or micro surfacing. TIRE MARKS ARE NOT A WARRANTY ITEM.
- The new slurry/micro surface to remain tender for a few weeks and during hot temperatures.
- All materials guaranteed to be as specified. All wort to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, flood, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
- American Pavement Preservation is not responsible for any sub-base problems or damage to asphalt due to the weight of machinery required to complete the work.
- American Pavement Preservation is not responsible for damage to finished surface by garbage trucks, landscapers, vendors, human, vehicle or animal tracking of the fresh material.
- American Pavement Preservation is a non-union contractor and will complete the work on a non-union basis, with non-union open merit shop employees only. American Pavement Preservation will not sign or become signatory to any union or sign any labor agreements American Pavement Preservation will not contribute or pay into any organized labor funds.
- Payment shall be made as the work progresses in an amount equal to the value of the work done, less the sum of any previous payments. The entire amount of the contract to be paid within 30 days after completion.
- No retention on the work to be held.
- Interest will accrue at the rate of 1.5% per month on any unpaid balance remaining at 60 days from invoice date.
- NV 0051240 Class A General
  AZ ROC261874 Class A General
  UT 7547937-5551 Class E100
  ID U2 0148818
  CA 972820 Class A General
  NM 373518 Class GA98
- Standard Terms and Conditions to follow.

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**American Pavement Preservation**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Keevin Fuentes (702) 249-1137 Kfuentes@americanpave.com


COSL-Slurry 2025
Los Jardines
Moctezuma Apartments
Moctezuma Park
WASHI MACHINE REPAIR ROBERTOS
Google Earth
Image © 2025 Airbus
N
800 ft


COSL-Slurry 2025
Bienestar 7B & 7C
Arizona Clase de Ingles
JAC Rentals
Stephens Street Retention
Faja Moldeatte
Cesar Chavez Elementary
Google Earth
Image © 2025 Airbus
N
900 ft

RFQ-24-350

Pavement Preservation Services

Offer and Acceptance

To the City of Yuma: The undersigned Contractor hereby offers and agrees to furnish the goods and/or services in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here, Contractor is qualified to perform all Services required herein; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract; pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

AZ Transaction Privilege Tax License # *(if applicable)*	20516558 (APP) / 07215741 (Cactus)
Arizona Contractor License # *(if applicable)*	261874-A (APP) / 194430-A (Cactus)
Arizona Registrant License # *(if applicable)*	
City of Yuma Business License #	CNTR-042265-01-2024
Company Name	APP-Cactus Joint Venture (ACJV)
Address	8211 W. Sherman St.
City, State, ZIP	Tolleson AZ 85353
Telephone	623-907-2800
Email Address	ja@pavementpreservationgroup.com
Contact Person Authorized to Sign	Jeff Abram
Title of Authorized to Sign	Director of Sales/Estimating
Date	8/7/2024
Signature	Jeff Abram Digitally signed by Jeff Abram Date: 2024.08.07 14:23:34 -07'00'

ACCEPTANCE OF OFFER – CITY OF YUMA

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the goods and/or services as specified in the Scope of Work in this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Acting City Administrator, John D. Simonton

Approved as to form:

Richard C. Slat (FOR)
Richard W. Files, City Attorney

Attested by:

Lynda L. Bushong, City Clerk

Effective Date: 9.9.2024

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
AMERICAN PAVEMENT PRESERVATION (APP)
/ CACTUS JOINT VENTURE (ACJV)

This Contract ("Agreement") is entered into as of the Effective Date set forth in the executed Offer and Acceptance Form between the City of Yuma, an Arizona municipal corporation, ("the City") and American Pavement Preservation (APP) / Cactus Joint Venture (ACJV), (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. The City issued a Request for Qualifications, RFQ-24-350 "Pavement Preservation Services" (the "RFQ"), a copy of which is on file in the City Clerk's Office and incorporated by reference.

B. The Contractor responded to the City by submitting a proposal (the "Proposal"), attached as Exhibit A and incorporated by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

In consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the Contractor agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth in the Offer and Acceptance Form fully executed by both Parties. The Agreement term is for a one-year term with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached as Exhibit A and incorporated by reference.

3. Compensation. The City shall pay Contractor for the Services at the rates set forth in each Purchase Order awarded to Contractor.

4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents, including any intellectual property rights, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Contractor shall maintain current federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, Contractor's employees, or sub-contractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

9. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each City Council member, officer, director, employee or agent thereof (the City and any such person shall be deemed 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 Contractors' 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 intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions in connection with the work or services of the Contractor, Contractor's officers, employees, agents, or any tier of sub-contractor or person attributable to Contractor in the performance of this Agreement.

10. Termination; Cancellation.

10.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

10.2 For Cause.

If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to the non-defaulting Party at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that the default cannot reasonably be cured within thirty (30) days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure the nonperformance and diligently continues to completion the cure of the nonperformance. In no event shall any such cure period exceed ninety (90) days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of Contractor's fee due as of the termination date.

10.3 Due to Work Stoppage. This Agreement may be terminated by the City upon thirty (30) days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of Contractor's fee due as of the termination date.

10.4 Conflict of Interest. . This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of City's departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of City's departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee

of any other Party to the Agreement in any capacity or a Contractor to any other Party of the Agreement with respect to the subject matter of the Agreement.

10.5 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.

10.6 Agreement Subject to Appropriation. The City is obligated only to pay City's 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 City's 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 City's 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 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.

11. Before the commencement of any services, the Contractor must provide the City **with certificates of insurance and formal endorsements** identifying this Agreement by the City's contract number and name. All required insurance policies, except Workers' Compensation and Professional Liability must name the City, and City's employees, as Additional Insured with endorsement. Workers' Compensation and Professional Liability insurance must contain an endorsement waiving subrogation and Contractor must waive subrogation against the City. All insurance policies are subject to approval by the City. All policies, except Workers' Compensation and Professional Liability, must include an endorsement providing that such insurance under Contractor's policy is primary insurance and that any other insurance maintained by the City is excess and noncontributing with the insurance required under this section. Policies must be written on a per occurrence basis. The Contractor must give the City 30 days written notice before canceling, terminating, or altering any policy. The Contractor's failure to furnish evidence of insurance will be considered a breach.

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**

All certificates are to be sent to: ***purchasingweb@yumaaz.gov***

A. The Contractor must carry **Worker's Compensation Insurance** to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than *$100,000.00* for each accident, *$100,000.00* disease for each employee, and *$500,000.00* disease policy limit. The policy must contain a waiver of subrogation by the insurance carrier. Contractor must also waive subrogation.

The Contractor must require sub-Contractor(s) to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Contractor.

B. The Contractor must carry **Commercial/Business Automobile Liability** with a combined single limit for bodily injury and property damages of not less than *$1 million* for each occurrence on all vehicles the Contractor uses, whether owned or leased, in the performance of the work or services under this Agreement. *If hazardous materials or wastes are transported, CA 9948 endorsement must be included and $3 million per accident limits for bodily injury and property damage will apply.*

C. The Contractor must carry **Commercial General Liability** insurance with an unimpaired limit of not less than $1 million for each occurrence with a General Aggregate Limit of $2 million. The policy must be primary. Coverage must extend for two years past completion and acceptance of the project, and the Contractor must provide annual Certificates of Insurance of continued coverage. No endorsement limiting or excluding a required coverage is permitted. All coverages shall be on an occurrence basis. THE ADDITIONAL INSURED ENDORSEMENT REQUIRED SHALL BE AN ISO FORM B (CG 20 10 10 01 or CG 20 34 10 01 AND CG 20 37 10 01), OR EQUIVALENT.

D. The Contractor must carry **Umbrella/Excess Liability** insurance with an unimpaired limit of not less than $2 million per occurrence combined limit bodily injury and property damage, in excess of the Commercial General Liability, Automobile Liability and Employer's Liability, as required above.

E. The Contractor must carry Professional Liability coverage for errors and omissions arising out of the work or services performed by the Contractor, Contractor's agents, and employees, with an unimpaired limit of $2 million each claim and $2 million all claims.

F. The amount and types of insurance coverage requirements set forth will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. Miscellaneous.

12.1 Independent Contractor. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent Contractor, not as an employee or agent of the City. Contractor, Contractor's employees, and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, Contractor's employees, or subcontractors. The Contractor, and not the City, shall determine the time of Contractor's performance of the services provided under this Agreement so long as Contractor meets the requirements of Contractor's agreed Scope of Work as set forth in Section 2 above and Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing Contractor's profession elsewhere.

12.2 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, John M. Roll Courthouse 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.

12.3 Laws and Regulations. Contractor shall comply with the Americans with Disabilities Act (ADA) and shall indemnify City for any costs, including but not limited to, damages, Contractor's fees, and staff time in any action or proceeding brought alleging violation of the ADA by Contractor. Contractor shall not discriminate against any person based on 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) and State Executive Order No. 2009-09 as such may be amended from time to time. The Contractor shall not 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. The Contractor shall include similar requirements of all sub-Contractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of Contractor's duties under this Agreement ensure that Contractor and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to Contractor's performance under this Agreement.

12.4 Amendments. This Agreement may be modified only by a written amendment signed by persons authorized to enter into contracts on behalf of the City and the Contractor.

12.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though such provisions were included 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 amended to make such insertion or correction.

12.6 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 shall remain in effect without the invalid provision or application.

12.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth in a written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

12.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether

subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

12.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of an payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

12.11 Attorney's Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default, the prevailing Party shall be entitled to receive from the other Party reasonable Attorney's fees and reasonable costs and expenses, determined by the court and not the jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

12.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

12.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

12.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed 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:	If to Contractor:
City of Yuma	APP/Cactus (ACJV)
Attn: City Administrator	Jeff Abram
One City Plaza	8211 W Sherman Street
Yuma, Arizona 85364	Tolleson, AZ 85353

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing. 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 the Party's counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12.15 Force Majeure. A Party may be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, pandemic, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, that the non-performance is not due to the fault or neglect of the Party not performing.

12.16 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in Contractor's records or obtained from the City or from others in carrying out Contractor's obligations under this Agreement shall not be used or disclosed by either, Contractor's agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

12.17 E-Verify Requirements. To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41-4401, the Contractor and Contractor's 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"). Contractor's or Contractor's subcontractor's failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject 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 documents of all Contractor personnel who provide services under this Agreement to ensure that Contractor or Contractor's subcontractors are complying with the Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at City's sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if 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).

12.18 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the Contractor's Proposal, the documents shall govern in the order listed.

12.19 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

12.20 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement Agreements developed by the City, at their discretion and with the Agreement of the awarded Contractor. Contractor may, at Contractor's sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive

obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

12.21 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 Contractor's obligations is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

12.22 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.

12.23 Boycott of Israel. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 35-393.01. Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Agreement that the Contractor will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.

12.24 Forced Labor of Ethnic Uyghurs Prohibited. Contractor shall comply with the applicable requirements of Arizona Revised Statutes § 35-394 and hereby certifies and agrees Contractor does not currently use and will not use for the item of this Contract: (i) the forces labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12.25 Survival. The obligations of Contractor under this Section shall survive the termination of this Agreement.

12.26 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.

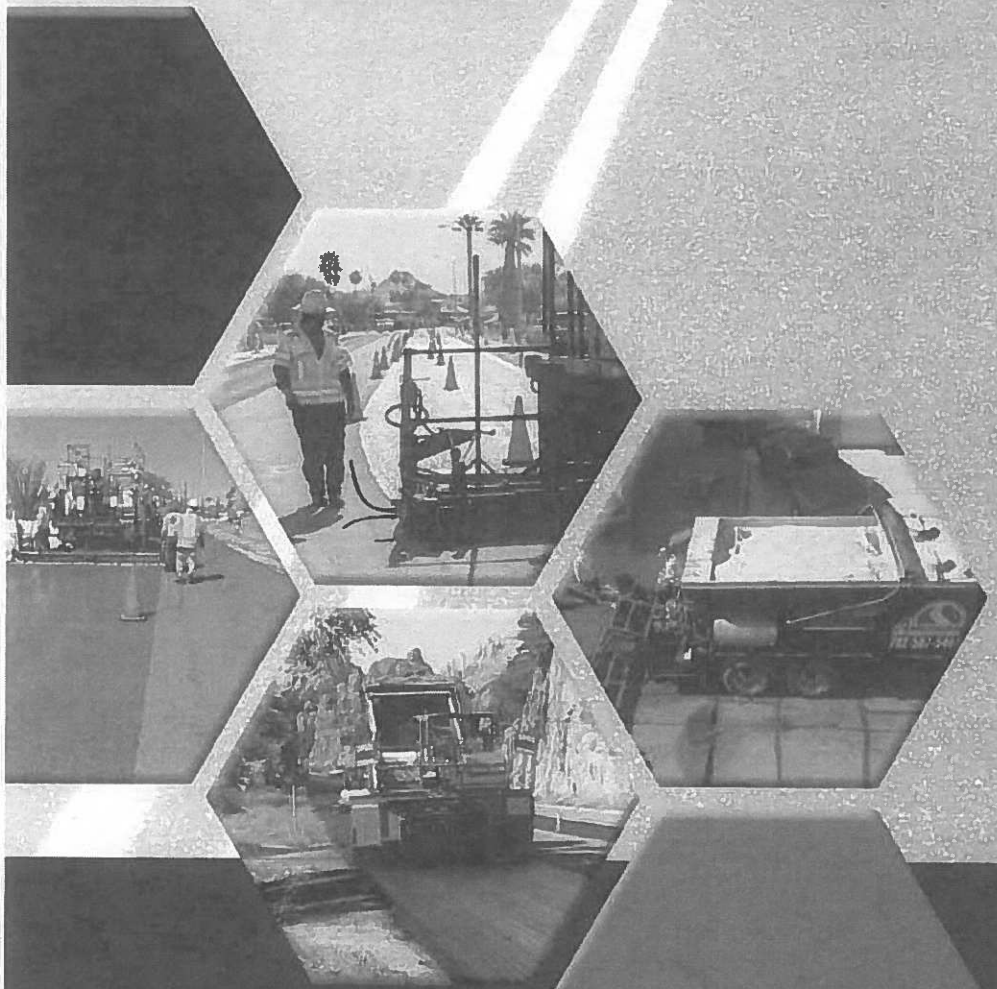
OFFER AND ACCEPTANCE FORM ATTACHED (After Fully Executed)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
APP / CACTUS (ACJV)

[Contractor's Proposal]

See following pages.

CITY OF Yuma



RESPONSE TO RFQ-24-350

PAVEMENT PRESERVATION SERVICES

AUGUST 8, 2024

ATTN: MARY E. ROMAN, BUYER
CITY OF YUMA, PROCUREMENT
ONE CITY PLAZA
YUMA, AZ 85364

AMERICAN Cactus

APP-Cactus Joint Venture (ACJV)

TITLE PAGE

COMPANY NAME
American Pavement Preservation

ADDRESS
4725 East Cartier Avenue
Las Vegas, NV 89115

EMAIL
info@americanpave.com

WEBSITE
www.americanpave.com

PHONE NUMBER
(702) 507-5444

NAMES(S) OF PRINCIPALS
Eric Reimschiissel
John Stanton

COMPANY NAME
Cactus Asphalt

ADDRESS
8211 West Sherman St.
Tolleson, AZ 85353

EMAIL
info@cactusasphalt.com

WEBSITE
www.cactusasphalt.com

PHONE NUMBER
(623) 907-2800

NAMES(S) OF PRINCIPALS
Jim Pulice
Josh Swartzendruber

APP-Cactus Joint Venture (ACJV)

August 8, 2024

Attn: Mary E. Roman, Buyer
City of Yuma, Procurement
One City Plaza
Yuma, AZ 85364

APP-Cactus Joint Venture (ACJV)

RE: Response to RFQ-24-350 - Pavement Preservation Services

Dear Ms. Roman and Members of the Selection Committee:

APP/Cactus Joint Venture (ACJV) would like to express our interest in being selected by the City of Yuma (City) for RFQ-24-350 - Pavement Preservation Services.

a) Background, distinguishing qualities, and capabilities.
American Pavement Preservation (APP) is a leader in the asphalt pavement preservation and placement industry throughout the Southwest, including recent experience with City of Yuma. APP has joint ventured with **Cactus Asphalt (Cactus)**, another regional leader and innovator in pavement preservation. Together, APP and Cactus can bring the City unparalleled knowledge and reliability with experienced crews that can mobilize quickly to meet the needs of this contract. ACJV has extensive experience with all types of roadway projects, providing our team with a deep understanding of the variability of construction practices in this field. As a result, both APP and Cactus have developed successful processes and procedures that are specific to pavement preservation. ACJV is ready to deliver projects to the City with high quality, shorter work durations, and minimal inconvenience to the public. We are committed to diversifying and aim to self-perform 95% of the work procured.

b) Areas of specialty.
ACJV's services include, slurry seal, micro-surfacing, crack seal, seal coat, asphalt paving and patching, pavement markings, chip seal (FAST), asphalt binder blending, and traffic control.

c) Number of employees.
ACJV combined employs over 480 well-trained and dedicated personnel.

d) Contact person / key personnel availability.
Jeff Abram, Estimator, will be the contact person for our submittal. All key personnel identified in this SOQ are available for the duration of this contract.

e) Identification information / legal organization / principal office location and work role / licenses.
APP and Cactus have decided to form a Joint Venture for this contract to offer the City the largest pavement preservation force in the Southwest.

APP is a Limited Liability Company (LLC). Cactus is an S Corporation.

Cactus' office, located at 8211 West Sherman St. in Tolleson, Arizona, will be our principal office. This office will serve as the home for all scheduling, estimating, work planning, and coordination required for this contract.

APP holds an A-General license with the Arizona Registrar of Contractors - License #261874.

Cactus holds an A-General license with the Arizona Registrar of Contractors - License #194430.

f) Firm description / length of time firm has been in business.
See item a. for firm descriptions. APP has been in business for over 40 years and Cactus has been in business for over 45 years.

g) Terminated contracts / h) Claims
APP and Cactus have no terminated contracts, subcontracts, or claims that resulted in litigation or arbitration within the last five years.

ACJV is excited to continue our relationship with the City through this contract for many years. We look forward to hearing from the City and moving this process forward.

i) The Letter is to be signed by the individual with authority to bind the Contractors contractually.
Sincerely,

Jeff Abram, Estimator
(602) 377-5651
ja@pavementpreservationgroup.com

ACJV takes no exceptions to the terms and conditions to the solicitation and contract.
ACJV acknowledges receipt of Addendum #1, dated July 30, 2024.

TABLE OF CONTENTS

A. Industry Experience 1

B. Capabilities to Perform Services 4

C. Qualifications of Individuals 13

A. Industry Experience

APP-Cactus Joint Venture (ACJV)

A. INDUSTRY EXPERIENCE

a) Firm's/Team's Work History

American Pavement Preservation (APP) has been in business for more than 26 years and operates as a Limited Liability Company (LLC). In September 2020, it was it was acquired by American Pavement Preservation Holdings, Inc. (APPH). On February 7, 2023, Cactus Asphalt (Cactus) merged with APPH and became subsidiaries with APP. Under APPH, Cactus and APP are able to utilize resources from each firm to further enhance their services. APP is a regional leader in slurry seal and micro surfacing applications, and has extensive expertise across Arizona, Nevada, Utah, Idaho, New Mexico, and Wyoming. This team brings unparalleled pavement preservation experience under one umbrella. The continued success of our operations is ensured by the same dedicated management team, now further strengthened by the expertise of key personnel from Cactus Asphalt.

Cactus Asphalt is a prominent regional leader and innovator in pavement preservation, with over 45 years of experience. Operating as an S Corporation, we have extensive expertise across Arizona, Texas, Colorado, and New Mexico. Founded in 1979, Cactus remains a small, locally-owned business in Arizona and is widely recognized as one of the most respected asphalt companies in the Southwest.

Before becoming subsidiaries of APPH, APP and Cactus had successfully partnered on projects for over 15 years. ACJV leads the Southwest in pavement preservation, systems, and applications. With our skilled workforce, ACJV has the capability to self-perform 95% of the work anticipated on this contract.

Team's Experience in the City of Yuma

APP and Cactus have 30 years of combined experience working with the City of Yuma. Our team has established relationships with City personnel and has worked together to solve issues and provide quality projects. Additionally, ACJV has experience and knowledge conforming to the City's procedures and expectations.

b) Comprehension of Goals and Objectives of this Contract

Early in the process, ACJV will meet with the City and all key team members to launch the project's kick-off. This will happen before work is scheduled or procured so all parties can get acquainted.

The team approach to partnering is an integral part of every project. Adequate organization, planning, cooperation, and communication are essential to successful partnering efforts. Methods of communication through a tiered system add to the effectiveness of any partnership. It is important for all stakeholders to develop these skills from the introduction phase, starting with the first project.

BENEFITS OF OUR TEAM

480+
in-house personnel to support and provide the capacity to self-perform up to 95% of the work under this contract.

45 million
SF of pavement preserved in the City of Yuma by APP

24 hours
ACJV's average response time (from initial call to the start of pricing and estimating)

30 years
of experience working with the City of Yuma

84 hours
ACJV's average response time to provide fully vetted and accurate pricing to our clients

ACJV's lines of communication begin with Program Manager Eric Reimschiissel. He is the City's single point of contact for all administration on this contract. Eric will work with the ACJV team to facilitate projects and to ensure the City's needs are met. In the field, the City will work with our project manager, Parrish Bowes. Parrish oversees all aspects of the work included in the project. Eric will work with the City to resolve questions about field operations or concerns as necessary.

Pavement preservation work demands a tailored approach to meet the diverse needs of existing pavement and project variables. Partnering with ACJV means having complete control over materials and application of preservation systems, ensuring the most practical and cost-effective methods for the City. Our comprehensive scope of work includes pavement repairs, crack seal, mastic, scrub seal, fog seal, surface seals, chip seal, slurry seal, fiberized slurry, micro surface, striping, traffic control, and related services. With each project area presenting unique conditions and variables, ACJV commits to analyzing and recommending best practices to preserve the City's pavement assets effectively.

c) Licenses

APP holds an A-General license with the Arizona Registrar of Contractors - License #261874.

Cactus Asphalt holds an A-General license with the Arizona Registrar of Contractors - License #194430.

Figure 1 below displays copies of our licenses.

d) Employees are Fully Trained and Completely Familiar with the Scope of Work

ACJV crews are fully trained and ready to start on projects immediately. All proposed team members and crews have a minimum of three years of experience in the scopes included in this contract. Additionally, our experience has been proven by the quality work provided and witnessed by the City on past projects.

FIGURE 1: Copies of Arizona Contractors Licenses


LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA
Registrar of Contractors January 31, 2026 CERTIFIES THAT

American Pavement Preservation LLC

CONTRACTORS LICENSE NO. ROC 261874 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

Tom Cole, Director


LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA
Registrar of Contractors March 31, 2026 CERTIFIES THAT

Cactus Transport II LLC
Cactus Asphalt

CONTRACTORS LICENSE NO. ROC 194430 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

Tom Cole, Director

e) Proposed Subcontractors

ACJV does not currently propose any subcontractors for the work scope of this contract. With our skilled workforce and over 40+ years of experience across Arizona, ACJV has the capability to self-perform 95% of the work anticipated on this contract.

In the event work is to be subcontracted, we will work with the City to select qualified and preferred subcontractors utilizing our subcontractor selection plan below. ***Table 1 presents the scopes of work that can be self-performed and/or subcontracted.***

Subcontractor Selection Plan

ACJV will consider using qualified subcontractors for all specialty trades needed for each project. Selection will not be made by the lowest price alone but through a combination of price and performance factors. To ensure the best mixture of price, productivity, and quality from our subcontracting team, ACJV will consider the following performance factors when selecting subcontractors:

1. Work performance and experience
2. Partnering ability
3. Cost control and pricing
4. Safety program compliance
5. Overall quality of work

ACJV will assign a point value to each of the five factors listed (0-5 points) and will determine the subcontractor to be selected based on the total score.

Implementing these factors into the subcontractor selection process allows for a fair and precise evaluation of each respondent. ACJV can then choose the most qualified subcontractors based on the needs of each project.

ACJV will implement this subcontractor selection plan in the beginning stages of a project to determine which subcontractors will be qualified to provide further pricing when needed. This selection plan benefits the City and ACJV by ensuring that a predetermined, qualified team is assembled to construct all projects and is done in cooperation with the City. ***Additional advantages are outlined in Figure 2.***

Local Subcontractors. ACJV has favorable relationships with regional and local subcontractors who are knowledgeable about the conditions and requirements for working within the City. We have successfully partnered with local subcontractors on previous projects and for the City and will continue to do so for projects assigned through this contract.

FIGURE 2: Key Advantages of ACJV's Subcontractor Selection Process

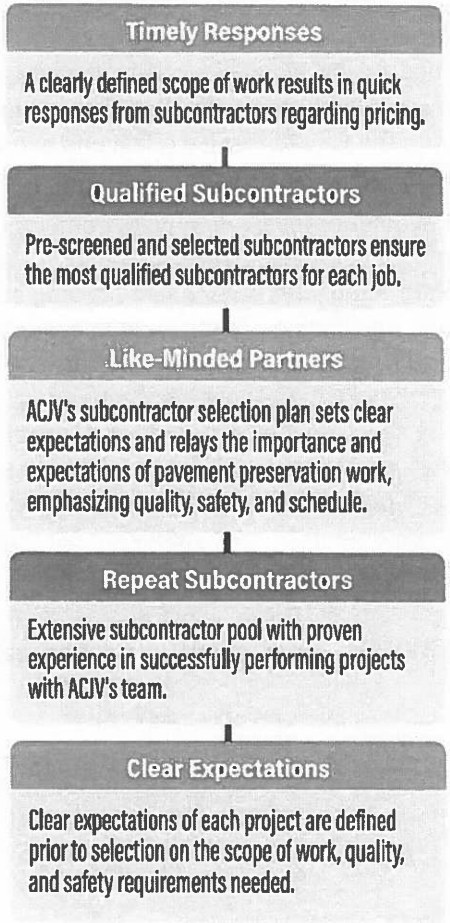


TABLE 1: Scope of Work to be Self-Performed Versus Subcontracted

Scope of Work	Self-Perform	Subcontract
Slurry	■	
Fiber Slurry	■	
PMM	■	
Fractured Aggregate Surface Treatment (FAST)	■	
Low Volume Chip Seal	■	
High Volume Chip Seal	■	
Optipave	■	
HA5		■
Liquid Road	■	
Onxy	■	
Guardtop Ultra	■	
MC-250	■	
Traffic Control	■	

B. CAPABILITIES TO PERFORM SERVICES

B. CAPABILITIES TO PREFORM SERVICES

ACJV is familiar with the circumstances and challenges that are present when working in a rural community of this size. Below are highlights of previous projects that demonstrate our experience in rural communities and projects with similar scopes of work.

Project Name	Agency	Value	Relevant Features								
			Rural Location	Chip Seal	Slurry Seal	Fiber Slurry	Seal Coat	Crack Seal	Traffic Control	Asphalt Patching	Fog Seal
APP Projects											
City of Yuma Pavement Preservation Services 2024*	City of Yuma	$709k	■		■				■		
Yuma County Slurry Seal 2024*	Yuma County	$1.1M	■		■				■		
City of Yuma Pavement Preservation 2023*	City of Yuma	$1.1M	■		■	■			■		
Yuma County Slurry Seal 2023*	Yuma County	$2.6M	■		■	■			■		
Show Low Slurry Seal*	City Show Low	$468k	■		■				■		
Hoover Dam Parking Lot Rehabilitation*	Aventus	$342k	■				■	■	■	■	
Henderson Pavement Maintenance Program*	City of Henderson	$5M			■		■	■	■	■	
San Luis Slurry Seal 2023*	City of San Luis	$411k	■		■				■		
City of Las Vegas Crack Seal	City of Las Vegas	$1.3M						■	■		
Cactus Projects											
US 95 Chip Seal*	ADOT	$1.05M	■	■					■		
OA 1 Spring 2023*	City of Phoenix	$1.1M		■			■	■	■	■	
Fall 23 & Spring 24 FAST*	City of Sedona	$1.01M		■	■		■	■	■	■	
Yuma & Mohawk District Fall Chip Seal*	Yuma County	$1.6M	■	■					■		
Neighborhood Pavement Preservation*	City of Casa Grande	$3.5M		■	■		■	■	■	■	
Pavement Maintenance Program 23-24*	City of Buckeye	$2.27M		■	■		■	■	■	■	
FY 23-24 Neighborhood Pavement Preservation*	City of Maricopa	$2.34M		■	■		■	■	■	■	
JOA 2 Fall 23-Spring 24*	City of Phoenix	$2.68M		■	■		■	■	■	■	
Fall 23-24 Chip Seal	Yavapai County	$1.5M	■	■					■		■
Willow Creek Road	City of Prescott	$1.2M	■		■			■	■		
Fall Chip and Fog Seal	Lake Havasu City	$1.1M	■	■					■		■
FY 24 Chip Seal	Camp Verde	$750k	■	■					■		■

**Additional project details and descriptions can be found on the following pages.*

Similar **projects awarded to your firm for Pavement Preservation Services during the last five (5) years**

Fiber and Slurry Seal Projects

1 CITY OF YUMA PAVEMENT PRESERVATION SERVICES 2023



RELEVANT FEATURES
- *Type Ii & III Slurry Seal*
- *Type II & III Fiberized Slurry Seal*

PROJECT DESCRIPTION

APP provided Type II slurry seal, Type III slurry seal, Type II fiber slurry seal, and Type III fiber slurry seal application for the City of Yuma. The project included 111,922 SY of Type II slurry seal, 216,037 SY of Type III slurry seal, 57,882 SY of Type III fiberized slurry seal, 25,943 SY of Type II fiberized slurry seal, traffic control, residential and commercial notifications, and working closely with the City of Yuma Inspector.

100% Self-Performed

PROJECT DETAILS

Client Contact: City of Yuma, Michael Flowers, Public Works Manager

Award Date: 02/2023

Construction Costs: $1.1M

Completion Status/Date: Completed / 04/2023

✓ *The project was completed within budget and on schedule, and the City was pleased with the work.*

2 CITY OF YUMA PAVEMENT PRESERVATION SERVICES 2024



RELEVANT FEATURES
- *Type II & III Slurry Seal*

PROJECT DESCRIPTION

APP provided Type II slurry seal and Type III slurry seal application for the City of Yuma. The project included 241,118 SY of Type III slurry seal, 23,907 SY of Type II slurry seal, traffic control, residential and commercial notifications, and working closely with the City of Yuma Inspector.

100% Self-Performed

PROJECT DETAILS

Client Contact: City of Yuma, Michael Flowers, Public Works Manager

Award Date: 02/2024

Construction Costs: $709k

Completion Status/Date: Completed / 04/2024

✓ *The project was completed within budget, on schedule, and the City was pleased with the work.*

3 SHOW LOW SLURRY SEAL



RELEVANT FEATURES
- *Slurry Seal*
- *Pavement Markings*

PROJECT DESCRIPTION

APP provided Type II slurry seal application for the City of Show Low. This project also consisted of pavement markings application following the Type II slurry seal application. APP has completed the slurry seal application for the Show Low for several years. The project included a total of 265,000 SY of Type II slurry seal, traffic control, sweeping, residential and commercial notification, and working closely with the City of Show Low Inspector.

95% Self-Performed

PROJECT DETAILS

Client Contact: City of Show Low, Trampas Johnston, Engineering Project Manager

Award Date: 02/2024

Construction Costs: $468k

Completion Status/Date: Completed / 06/2024

✓ *The project was completed within budget, on schedule, and the City of Show Low was pleased with the work.*

Fiber and Slurry Seal Projects - continued -

4 YUMA COUNTY SLURRY SEAL 2023



RELEVANT FEATURES
- *Type II & III Slurry Seal*
- *Type II & III Fiberized Slurry Seal*

PROJECT DESCRIPTION

APP provided Type II slurry seal and Type III slurry seal application for Yuma County. The project included a total of 529,284 SY of Type II slurry seal, 252,739 SY of Type III slurry seal, and 251,045 SY of Type III fiber slurry seal. The team was responsible for traffic control, sweeping, residential and commercial notifications, and working closely with the Yuma County Inspector.

100% Self-Performed

Performed Under City of Yuma Pavement Preservation Services Contract

PROJECT DETAILS

Client Contact: Yuma County, Santos Guerrero, Public Works Crew Leader

Award Date: 02/2023

Construction Costs: $2.6M

Completion Status/Date: Completed / 05/2023

✓ *The project was completed within budget, on schedule, and Yuma County was pleased with the work.*

5 YUMA COUNTY SLURRY SEAL 2024



RELEVANT FEATURES
- *Type III Slurry Seal*

PROJECT DESCRIPTION

APP provided Type III slurry seal application for Yuma County. The project included a total of 182,670 SY of Type III slurry seal, traffic control, sweeping, residential and commercial notifications, and working closely with the Yuma County Inspector.

100% Self-Performed

Performed Under City of Yuma Pavement Preservation Services Contract

PROJECT DETAILS

Client Contact: Yuma County, Santos Guerrero, Public Works Crew Leader

Award Date: 02/2024

Construction Costs: $1.1M

Completion Status/Date: Completed / 05/2024

✓ *The project was completed within budget, on schedule, and Yuma County was pleased with the work.*

6 CITY OF SAN LUIS SLURRY SEAL



RELEVANT FEATURES
- *Type II & III Slurry Seal*

PROJECT DESCRIPTION

APP provided Type II slurry seal and Type III slurry application for the City of San Luis. APP has completed the slurry seal application for the City of San Luis for several years. The project included 198,146 SY of Type II slurry seal, 28,782 SY of Type III slurry seal, traffic control, residential and commercial notifications, and working closely with the City of San Luis.

100% Self-Performed

PROJECT DETAILS

Client Contact: City of San Luis, Eulogio Vera, Public Works Director

Award Date: 05/2024

Construction Costs: $411k

Completion Status/Date: Completed / 11/2024

✓ *The project was completed within budget, on schedule, and the City of San Luis was pleased with the work.*

Chip Seal Projects

7 US 95 CHIP SEAL



RELEVANT FEATURES
- *Chip Seal*

PROJECT DESCRIPTION
High-volume TR+ chip seal on US 95 was completed under Cactus' statewide contract for ADOT with a quick turnaround from pricing to production. This project included over 2,200 tons of high-volume pre-coated chips, 357 tons of hot applied TR+ binder, and 70 tons of fog. Additional work included re-striping and traffic control.

90% Self-Performed

Performed Under ADOT Statewide Chip Seal Contract

PROJECT DETAILS

Client Contact: ADOT, Danny Soliz, Highway Operations Superintendent

Award Date: 04/2022

Construction Costs: $1.05M

Completion Status/Date: Completed / 06/2022

✓ *On-site stockpiling allowed for shorter durations in construction.*

8 JOA 1 SPRING 2023



RELEVANT FEATURES
- *Chip Seal*
- *PMM*
- *Crack Seal*
- *Patching*

PROJECT DESCRIPTION
Cactus provided pavement preservation services in select neighborhoods and collector streets throughout the City of Phoenix. Work included 132,000 SY of FAST chip seal, 12,500 lbs of crack seal, 125 utility adjustments, obliteration of transverse striping, traffic control, and public notification.

85% Self-Performed

Performed Under City of Phoenix FAST JOC

PROJECT DETAILS

Client Contact: City of Phoenix, Rick Evans, Street Transportation Superintendent

Award Date: 02/2023

Construction Costs: $1.1M

Completion Status/Date: Completed / 05/2023

✓ *Multiple crews were on-site during construction in various areas, shorting the construction duration.*

9 FALL 23 & SPRING 24 FAST



RELEVANT FEATURES
- *Chip Seal*
- *PMM*
- *Crack Seal*
- *Patching*
- *Seal Coat*

PROJECT DESCRIPTION
This citywide pavement preservation project was completed by Cactus and included 100,000 LF of crack seal, 61,000 SY of PMM seal coat, 47,000 SY of Type II slurry seal, and 61,000 SY of FAST chip seal. Additional work included asphalt patching and overlay, along with striping, traffic control, and notifications.

85% Self-Performed

Performed Under JOC for Pavement Preservation and Roadway Construction

PROJECT DETAILS

Client Contact: City of Sedona, Sal Valenzula, Streets Superintendent

Award Date: 09/2023

Construction Costs: $1.01M

Completion Status/Date: Completed / 04/2024 *(included a winter shutdown)*

✓ *Scheduled and planned work in advance to accelerate construction before the summer tourist season.*

10 YUMA & MOHAWK DISTRICT FALL CHIP SEAL



RELEVANT FEATURES
- *Chip Seal*
- *Fog Seal*

PROJECT DESCRIPTION
Cactus completed county-wide chip seal and fog seal on various roads and streets throughout the Yuma and Mohawk Districts for Yuma County. The project included 1,200 tons of CRS-2P emulsion, 600 tons of low volume chips, and 6,800 tons of high-volume chips. Striping and fog seal were included in the scope of work.

90% Self-Performed

PROJECT DETAILS

Client Contact: Yuma County, Alan Quintero, Project Manager

Award Date: 09/2019

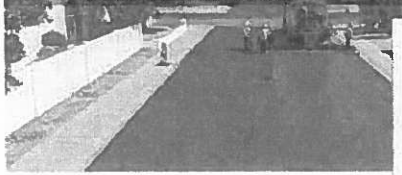
Construction Costs: $1.6M

Completion Status/Date: Completed / 11/2019

✓ *Split fog seal and chip seal activities to ensure a shorter working duration.*

Multi-Discipline Projects

11 NEIGHBORHOOD PAVEMENT PRESERVATION



RELEVANT FEATURES
- *Chip Seal*
- *PMM*
- *Crack Seal*
- *Patching*
- *Seal Coat*
- *Slurry Seal*

PROJECT DESCRIPTION

Cactus performed various scopes of pavement preservation in 10 neighborhoods throughout Casa Grande. Cactus assisted the City with scoping each individual neighborhood prior to giving an estimate. Work included 205,000 lbs of crack seal, 38,000 lbs of mastic, 83,000 gallons of PMM, and 232,000 SY of FAST.

90% Self-Performed

Performed Under JOC Tag-On (IGPA)

PROJECT DETAILS

Client Contact: City of Casa Grande, Chris Lawson, Streets Superintendent

Award Date: 02/2024

Construction Costs: $3.5M

Completion Status/Date: Completed / 05/2024

✓ *Adapted the use of multi-layer systems to save roads from complete reconstruction.*

12 CITY OF HENDERSON PAVEMENT MAINTENANCE PROGRAM



RELEVANT FEATURES
- *Micro-Surfacing*
- *Slurry Seal*
- *Crack Seal*
- *Seal Coat*
- *Pavement Markings*

PROJECT DESCRIPTION

APP is providing micro-surfacing, Type II slurry seal, seal coat, and crack seal to meet the annual needs of the City of Henderson in Nevada. APP is currently on Year 2 of a 5-year renewable contract with the City of Henderson. A total of 1,246,053 SY of micro-surfacing, 397,920 lbs of crack sealant, 206,957 sf of seal coat, 7,770 lbs of mastic have been placed by APP in Henderson for the 2023-2024 contract. This project also consists of the application of pavement markings and markers following the application of the micro-surfacing or slurry seal.

85% Self-Performed

PROJECT DETAILS

Client Contact: City of Henderson, Sajan Abraham, Project Engineer

Award Date: 06/2023

Construction Costs: $5M

Completion Status/Date: Year 2 is currently in progress / 06/2025 *(estimated)*

✓ *Utilized multiple crews to self-perform crack seal, seal coat, and micro-surfacing to ensure completion prior to the cold season.*

13 PAVEMENT MAINTENANCE PROGRAM 23-24



RELEVANT FEATURES
- *Chip Seal*
- *PMM*
- *Crack Seal*
- *Patching*
- *Seal Coat*
- *Slurry Seal*

PROJECT DESCRIPTION

Cactus performed citywide pavement preservation services which included 625 tons of asphalt paving, 170,000 gallons of liquid road, 800 tons of high-volume pre-coated chips, and 148 tons of chip binder, all throughout the city of Buckeye, including neighborhoods and arterial roads.

90% Self-Performed

Performed Under Pinal County JOC Tag-On

PROJECT DETAILS

Client Contact: City of Buckeye, Luis Aguilar, Street Superintendent

Award Date: 11/2023

Construction Costs: $2.27M

Completion Status/Date: Completed / 05/2024

✓ *Utilized multiple crews during construction to ensure the project was completed during the proper time frame for weather associated with preservation projects.*

Multi-Discipline Projects - continued -

14 FY 23-24 NEIGHBORHOOD PAVEMENT PRESERVATION



RELEVANT FEATURES
- *Chip Seal*
- *PMM*
- *Crack Seal*
- *Patching*
- *Seal Coat*
- *Slurry Seal*

PROJECT DESCRIPTION

Cactus was awarded this multiple neighborhood preservation project that included 200,000 lbs of crack seal, 134,000 Gallons of TRMSS, 23,000 lbs of mastic, and 34,000 SY of Type II slurry. Work was completed over the course of four months with multiple crews spread throughout the city depending on discipline.

80% Self-Performed

Performed Under IGPA JOC Tag-On

PROJECT DETAILS

Client Contact: City of Maricopa, Tammy Valadez Paz, Project Manager

Award Date: 12/2023

Construction Costs: $2.34M

Completion Status/Date: Completed / 05/2024

- ✓ *Crews worked night and day shifts to ensure project delivery was on time, depending on the location.*
- ✓ *The team provided notifications to residents and the general public to ensure a safe and productive work zone.*

15 HOOVER DAM PARKING LOT REHAB



RELEVANT FEATURES
- *Micro-Surfacing*
- *Slurry Seal*
- *Crack Seal*
- *Seal Coat*
- *Pavement Markings*

PROJECT DESCRIPTION

APP provided asphalt patching, crack sealing and seal coating to the historic Hoover Dam Parking Lots. APP placed 3.62 miles of crack seal and 50,703 SY of Type 2 Polymer Modified Seal Coat PMM Ultra. This project had to be meticulously planned due to it being a highly visited place. The application of the crack seal and seal coat had to be carefully placed to avoid having any splatter on the historic walls.

100% Self-Performed

PROJECT DETAILS

Client Contact: Aventus, Greg Bristol, Chief Project Officer

Award Date: 12/2022

Construction Costs: $342k

Completion Status/Date: Completed / 06/2023

- ✓ *Being extra cautious by taping off historic walls helped tremendously with preventing any issues.*
- ✓ *The extra planning and coordination completed with federal government officials and the contractor reduced the impact on the public and helped the project run smoothly.*

16 JOA 2 FALL 23-SPRING 24



RELEVANT FEATURES
- *Chip Seal*
- *PMM*
- *Crack Seal*
- *Patching*
- *Seal Coat*
- *Slurry Seal*

PROJECT DESCRIPTION

Cactus performed pavement preservation services in select neighborhoods and collector streets throughout the City of Phoenix. Work included 131,000 SY of HV and LV FAST chip seal, 40,000 lbs of crack seal, 6,500 lbs of mastic seal, 2,100 SY of asphalt patching, 46,000 SY of Type II slurry seal, 322,000 SY of liquid road application, 155 utility adjustments, obliteration of transverse striping, traffic control, and public notifications.

85% Self-Performed

Performed Under City of Phonenix FAST JOC

PROJECT DETAILS

Client Contact: City of Phoenix, Rick Evans, Street Transportation Superintendent

Award Date: 09/2023

Construction Costs: $2.68M

Completion Status/Date: Completed / 04/2024

- ✓ *Included multiple crews, skilled traffic control subcontractors, and a public outreach team for notifications.*

ACJV's Approach to Receiving a New Project Request

ACJV's experience with roadway projects throughout the years has guided us in developing processes specifically tailored to pavement preservation. Our process is described below and shown in the graphic at the bottom of this page.

We have evolved a specific step-by-step criteria, beginning when ACJV receives the formal project request from the City. Our team reviews the request, and a comprehensive estimate is prepared, including the entire scope of work. Each work item is estimated according to the agreed-upon price list developed as part of the original RFQ. The estimate is then submitted to the City for approval. Once a Notice to Proceed (NTP) is received, ACJV will set up the project in our system and assign a project number. From this point, the project will move to the scheduling phase. Once scheduling is complete, ACJV will notify the City when we intend to begin the project. Public notifications will be issued when the City approves the start date, and message boards will be strategically placed throughout the project limits. A daily production schedule is also developed so all stakeholders know how the project is expected to proceed and the sequence concerning items of work. When considering this process with the City, Project Manager Parrish Bowes will update Smartsheet concerning the progress of each project weekly or as needed.

Systems Used

ACJV uses the following software programs to manage and construct projects. These systems have successfully performed on previous project, for various municipal agencies. These systems include:

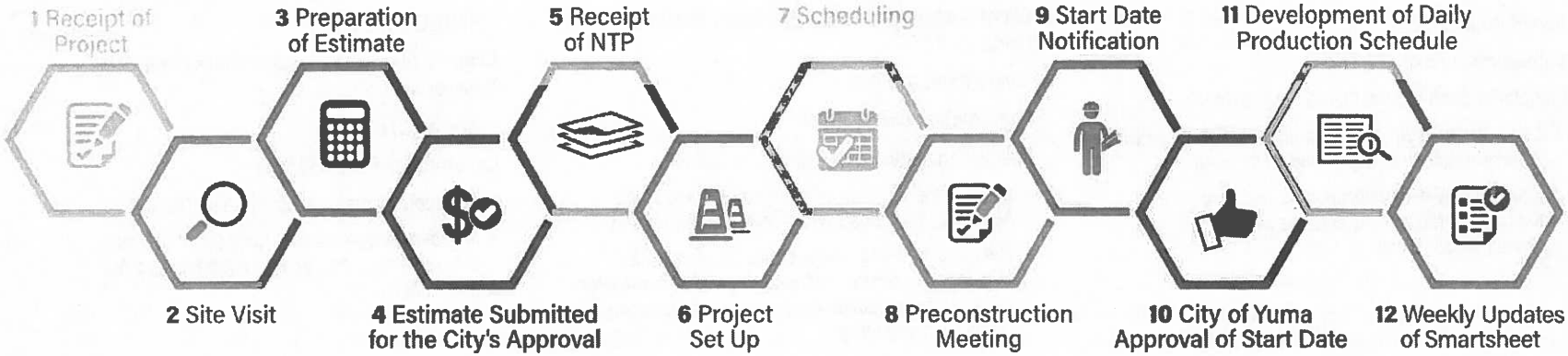
Planning and Scheduling. Microsoft Project Software is used to generate a critical path method schedule.

Project Estimating. ACJV utilizes Bid2Win software for generating accurate cost estimates concerning each phase and scope of work for each project.

Project Management. Viewpoint and Build2Win software are used to track construction progress and costs.

Project Engineering. AGTEK, PLANSWIFT, and Bluebeam Software are used for digitizing plans and calculating area, quantities, and volumes.

FIGURE 1: New Projects Process



C. Qualifications of Individuals

Ensuring Timely Completion

ACJV offers an experienced team that understands the importance of collaboration with the owner and engineer to achieve the project's schedule goals. Our team will lead the effort to ensure we include the complete scope, existing conditions, and other elements that would affect the project in our preliminary schedule. If these items do not align with the project goals, we will work with the City and engineer on potential alternative options (value engineering), evaluate a possible reduction in scope, eliminate unnecessary work, or further partner with subcontractors and suppliers for additional options until we are able to meet the desired schedule. In most scenarios, we have the capability to expedite the schedule through additional crews, double shifts, or weekend work to complete goals within the preferred time frame, which we would incorporate into the final schedule.

As ACJV partners with multiple agencies, we have become accustomed to pre-scheduling anticipated work needed in the future seasons when capacity is decreased. We regularly block out dates early in the year in anticipation of projects that can be determined at a later date.

Planning and Scheduling

A preliminary Critical Path Method (CPM) schedule will be prepared for each project to help the ACJV team concentrate on critical path activities, phasing for each project, and offer guidance on up-front activities that need to occur well in advance of critical construction milestones. ACJV will provide the schedule guidance needed to help plan and coordinate critical activities so they don't become problematic during construction. The ACJV team has the ability to accelerate critical work when needed.

Managing Construction

Project management and field staff meet regularly to discuss ongoing and upcoming projects. All field superintendents and key operators are experienced in a variety of pavement preservation techniques. ACJV has the capability to assign multiple crews to a particular project to ensure completion in accordance with the project requirements. Parrish will be the project manager, while Orlando Soto and Ryan Sanna will oversee the field staff. Parrish, Orlando, and Ryan will collectively be responsible for maintaining schedules.

Before the commencement of any project, the project management staff conducts an internal preconstruction meeting. During this meeting, all specific project items are reviewed, and any concerns or coordination details are addressed. The project management staff is committed to supporting the field team, staying involved throughout the entire project, and ensuring timely completion.

Ryan and Orlando will manage pavement surface treatment and oversee labor and equipment requirements. Parrish and Ryan will ensure the superintendent has the appropriate labor and equipment resources to complete the job correctly and on time. Parrish, Ryan, and Orlando will inspect work, checking for homogeneous mixes, straight lines, acceptable seams, hand work, and properly finished work zones.

Quality Control and Quality Assurance

Quality control (QC) and quality assurance (QA) go hand in hand to manage materials, testing, and construction. Parrish will work closely with ACJV's various laboratory partners to facilitate testing any required materials before and during a project. Parrish, Ryan, and Orlando will ensure all material certifications and on-site testing requirements are met according to industry standards and the City's expectations.

ACJV superintendents are on the job at all times, performing duties such as checking application rates, monitoring breaking and setting times to adjust the mix as the temperature changes during the day, watching over the crew to ensure workmanship is better than acceptable, overseeing the staging area to ensure it is managed properly, and communicating with any subcontractors. ACJV will meet and exceed the City's quality objectives on each project through:

Scheduling and Forecasting. ACJV emphasizes timely project completion through daily communication among the City, field teams, and project management, supplemented by weekly meetings and detailed scheduling to ensure resource availability.

Construction Safety. ACJV prioritizes construction safety with public notifications, proper traffic control, weekly safety meetings, superintendent-led hazard assessments, and ongoing field supervision by project management staff.

Testing. Materials undergo testing as per contractual requirements.

Surface Treatment Preparation. Prior to surface treatment application, ACJV ensures clean and prepared surface work areas, protected utility valve covers, and a clear work zone free of obstacles daily under superintendent oversight.

Subcontractor Coordination and Oversight. ACJV mandates subcontractors to provide material certifications and supervises their work to ensure compliance with specifications, proper traffic control, timely completion, and daily site maintenance.

Traffic Management. ACJV ensures proficient traffic control through ATSSA-certified key personnel, regular inspections by designated staff, continuous maintenance of traffic control devices during construction on arterial or collector streets, and ongoing supervision to uphold traffic safety standards.

Construction Safety

During construction, the proposed ACJV team will have a stringent focus on completing the work safely and methodically. Traffic Control Plans (TCPs) and safety protocols will be assembled and presented as part of each project. Safe work practice, accident/incident prevention, and safety meetings will be carried out daily as part of our management in the field.

Value Engineering

Our team is committed to finding value engineering solutions and the best means and methods for all aspects of pavement preservation projects. We stay proactively involved during design and preconstruction, and our value-focused mindset continues throughout construction. Value engineering considerations will be presented preliminarily to validate interest from the City to further explore the value engineering and to gain a general idea as to whether or not the value engineering solution has enough substantial benefit to the project to pursue. ACJV will partner with the City to present value engineering opportunities that are of interest and add value to the projects.

CASE STUDY | CITY OF COTTONWOOD FRACTURED AGGREGATE SURFACE TREATMENT (FAST) PROJECT

The City of Cottonwood reached out to Cactus after they had completed a previous road resurfacing project on 12th Street that had become slick and was causing accidents. Cactus proposed various materials and treatment options, and the City opted for a high-volume FAST chip seal solution. Pleased with the outcome, the City issued a substantial hard bid solicitation for similar pavement preservation work in residential areas connecting Main Street. Cactus won the bid and performed the $300,000 2020 pavement preservation project. Without the need for crack sealing, our team applied the binder and aggregate, followed by sweeping the excess to prepare for the final fog seal treatment, completing the 46,755 SY project within two days. Additionally, the project was finished $13,000 under budget.



C. QUALIFICATIONS OF INDIVIDUALS

Under APPH, APP and Cactus are able to utilize resources from each firm to further enhance their services. APP and Cactus are regional leaders in slurry seal and micro surfacing applications, and this team brings unparalleled pavement preservation experience under one umbrella. ***Qualifications and descriptions of project roles for our personnel are included on the following pages.***



** ACJV is fully committed to maintaining a successful partnership with the City. Our entire team is prepared and available to quickly handle any project, ensuring a responsive approach to all upcoming tasks while delivering exceptional service.*



ERIC REIMSCHIISSEL

Employer / Years:
APP / 15 years

Industry Experience: 48 years

Qualifications. Eric has over 48 years of experience in the asphalt preservation and placement industry. He has played an integral part in educating the general public and public agencies on the benefits of implementing pavement preservation policies and applications. Eric is very active in the company's day-to-day operations and takes a hands-on approach to servicing its clients, ensuring every effort is expended to meet the customers' needs and expectations.

Role. As the **Project Sponsor**, Eric will be the City's single point of contact and will closely coordinate with the team, including the City and all necessary subcontractors, to ensure every project is successfully executed. He will use his expertise to provide guidance on resolving issues with strong problem-solving skills. Eric brings over 40 years of civil construction experience and is well-versed in all facets of pavement preservation and maintenance, ensuring projects are completed safely, on time, and within budget while meeting all specifications and quality goals.

Education, Certifications, and Training.

- OSHA 30-Hour
- CPR/First Aid
- Clark County Dust Control Certification
- State of Nevada Pest Control Certified
- ATSSA Traffic Control Supervisor

Comparable Projects. *(Detailed on pages 7-11)*

- 1, 2, 3, 4, 5, 6, 12, 15

Benefits.

- ✓ *Familiar with the City of Yuma's procedures and expectations and has established relationships with inspectors, directors, and project managers.*
- ✓ *Worked on hundreds of slurry seals, fiberized slurry seals, micro-surfacing, cape seals, and pavement preservation projects throughout the Western United States.*



PARRISH BOWES

Employer / Years:
APP / 1 year

Industry Experience: 32 years

Qualifications. With over 32 years of experience in the road maintenance industry, Parrish has vast knowledge in understanding project specifications and the successful steps needed to complete projects within budget and on time. He has managed several projects with applications of slurry seal, chip seal, micro-surfacing, fog seal, seal coat, and cape seals.

Role. As the **Project Manager**, Parrish will ensure accurate planning and scheduling of each project, manage subcontractors, and track project progress and completion. He will provide on-site project leadership, oversee product placement, ensure resource needs (labor and equipment), manage owner relations, and resolve potential issues. Parrish will be work closely and communicate with Ryan, Orlando, and the project team, including the City on a daily basis to ensure projects are completed on time and within budget.

Education, Certifications, and Training.

- WRAPP Western Regional Association for Pavement Preservation Member
- ATSSA Traffic Control Supervisor
- CPR/First Aid
- Slurry Systems Workshop Multi-Year Attendee

Comparable Projects. *(Detailed on pages 7-11)*

- 3, 6

Benefits.

- ✓ *Familiar with the City of Yuma's procedures and expectations and has established relationships with many agency inspectors and project managers.*
- ✓ *Worked on hundreds of chip seal, slurry seal, and cape seal projects throughout the Southwest United States.*



JEFF ABRAM

Employer / Years:
Cactus / 9 years

Industry Experience: 19 years

Qualifications. Jeff has 19 years of industry experience and has served as lead estimator for Cactus over the past eight years. He has successfully priced and participated in City of Yuma projects and other relevant contracts for municipalities including Pinal County, City of Glendale, City of Prescott, and the City of Phoenix.

Role. As **Estimator**, Jeff will maintain a high-level view of costs and quickly provide viable estimates to ensure construction begins in a timely fashion while managing the resources best suited to each project. The City will benefit from Jeff's extensive knowledge and experience in civil construction, asphalt paving, pavement preservation, and all other aspects related to this contract.

Education, Certifications, and Training.

- BS Construction Management, Arizona State University
- OSHA 10-Hour / OSHA 30-Hour
- 16-Hour Erosion Control Coordinator
- National Safety Council Flagger Training
- Maricopa County Dust Coordinator

Comparable Projects. *(Detailed on pages 7-11)*

- 7, 8, 9, 10, 11, 13, 14, 16

Benefits.

- ✓ *Well-versed in regional standards and specifications in relation to pavement preservation and construction.*



CHUCK PETERSEN

Employer / Years:
Cactus / 5 years

Industry Experience: 15 years

Qualifications. Chuck brings over 15 years of experience in the road maintenance industry. He has a proven track record of successfully leading pavement preservation projects. His ability to foster team cohesion and implement effective communication practices positions him as a valuable asset for delivering projects that meet the City's needs and expectations.

Role. As the **Chip Seal Division Manager**, Chuck will oversee and schedule crews, equipment, material delivery, and production coordination. He will assist with pre- and post-job inspections, constructability reviews, and QA/QC support. Chuck will collaborate with Parrish and Jeff to manage all aspects related to chip seal and provide on-site support for any issues or challenges that arise during production.

Education, Certifications, and Training.

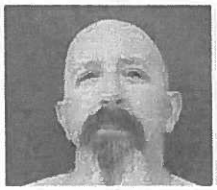
- OSHA 30-Hour
- CPR/First Aid
- MSHA

Comparable Projects. *(Detailed on pages 7-11)*

- 7, 8, 9, 10

Benefits.

- ✓ *Worked on more than 60 chip seal and fog seal projects throughout Arizona, including four projects in Yuma.*
- ✓ *Knowledgeable on product application rates and best practices for chip seal and fog seal, etc.*



RYAN SANNA

Employer / Years:
APP / 5 years

Industry Experience: 7 years

Qualifications. Ryan has seven years of experience in pavement preservation and has managed multiple projects, primarily supervising work in Arizona. He has worked with the City of Yuma, Yuma County, City of San Luis, City of Somerton, Navajo County, and City of Show Low. Ryan has also worked on fiberized slurry seal projects and is known for effectively motivating crew members to complete projects on time and within budget.

Role. As the **Slurry Seal Division Manager**, Ryan will be responsible for overseeing the daily operations slurry seal project sites, including managing crew members, work schedules, and overall project progress. He will collaborate and communicate effectively with the City's project team and coordinate material deliveries with suppliers to ensure timely and efficient project execution. Additionally, Ryan will create and maintain project schedules, resolve any potential issues that arise, and assist the public and residents with their concerns. A key aspect of his role will be to maintain a safe working environment at all times.

Education, Certifications, and Training.

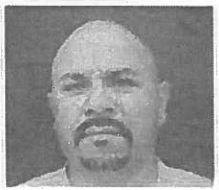
- OSHA 30-Hour
- CPR/First Aid
- Clark County Dust Control Certified
- ATSSA Flagger Certified
- State of Nevada Pest Control Certified

Comparable Projects. *(Detailed on pages 7-11)*

- 1, 2, 4, 5, 6, 12

Benefits.

- ✓ *Has established a great rapport and working relationship with the City of Yuma and Yuma County from working as a team and providing quality applications.*
- ✓ *Familiarity and conformance with the City of Yuma's procedures and expectations.*



ORLANDO SOTO

Employer / Years:
APP / 14 years

Industry Experience: 14 years

Qualifications. Orlando has over 14 years of experience in the asphalt maintenance industry. He worked in many different positions in slurry seal operations, from squeegee and traffic control to operating the slurry seal machine. Orlando has managed several projects over the years but has mainly focused on supervising projects in Arizona. He has worked with the City of Yuma, Yuma County, City of San Luis, City of Somerton, Navajo County, and City of Show Low.

Role. As **Project Supervisor**, Orlando will supervise and manage the project team on-site to ensure project goals are met. He will coordinate the delivery of materials, ensure the correct materials and application methods are chosen, and monitor the their placement to ensure they conform with the specifications. Orlando will be responsible for creating and maintaining project schedules, resolving any potential issues, assisting the public/residents with any concerns, and maintaining a safe environment.

Education, Certifications, and Training.

- OSHA 10-Hour
- CPR/First Aid
- Clark County Dust Control Certified
- ATSSA Flagger Certified

Comparable Projects. *(Detailed on pages 7-11)*

- 1, 3, 4, 5, 6, 12

Benefits.

- ✓ *Familiar with the City of Yuma's procedures and expectations and has established relationships with inspectors, directors, and project managers.*
- ✓ *Knowledge and expertise in operations and placement of slurry seal, fiberized slurry seal, and micro-surfacing.*

ATTACHMENT C

CITY OF YUMA
RFQ-24-350
Pavement Preservation Services

Company Name: APP-Cactus Joint Venture (ACJV)

Completed By: Jeff Abram

List Projects/Conracts below that have been processed by your Company in regards to Pavement Preservation Services within the past 5 years.

If an ongoing project, indicate the start date.

	Name of Agency/Company	Name of Project	Date Started	Date Completed	Contract Amount	Contact Name	Title	Email Address	Phone #
1.	City of Yuma	Yuma Pavement Preservation Services 2024	03/2024	04/2024	$709,413	Michael Flowers	Public Works Manager	Michael.Flowers@YumaAz.Gov	928-373-4539
2.	Yuma County	Yuma County Slurry Seal 2024	04/2024	05/2024	$1,095,746	Santos Guerrero	Project Crew Leader	santos.guerrero@yumacountyaz.gov	928-581-9864
3.	City of Yuma	Yuma Pavement Preservation Services 2023 (Fall & Spring)	04/2024	11/2024	$1,142,422	Michael Flowers	Public Works Manager	Michael.Flowers@YumaAz.Gov	928-373-4539
4.	Yuma County	Yuma County Slurry Seal 2023 (Fall & Spring)	04/2024	11/2024	$2,606,909	Santos Guerrero	Project Crew Leader	santos.guerrero@yumacountyaz.gov	928-581-9864
5.	City of Show Low	Show Low Slurry Seal	06/2024	06/2024	$468,943	Trampas Johnston	Engineering Project Manager	tjohnston@showlowaz.gov	928-532-4084
6.	City of San Luis	San Luis Slurry Seal	05/2024	05/2024	$197,270	Eulogio Vera	Public Works Director	evera@sanluisaz.gov	928-341-8577
7.	City of Henderson	City of Henderson Pavement Maintenance Program 2024	07/2024	Ongoing	$4,536,877	Sajan Abraham	Public Works Lab Manager	sajan.abraham@cityofhenderson.com	702-267-3119
8.	City of Henderson	City of Henderson Pavement Maintenance Program 2023	07/2023	06/2024	$4,638,229	Sajan Abraham	Public Works Lab Manager	sajan.abraham@cityofhenderson.com	702-267-3119
9.	City of Las Vegas	City of Las Vegas 2024 Slurry Seal	04/2024	Ongoing	$6,000,000	Michael Janoff	Construction Representative	mjanoff@lasvegasnevada.gov	702-229-6227
10.	City of Las Vegas	City of Las Vegas 2023 Slurry Seal	04/2023	11/2023	$5,217,283	Michael Janoff	Construction Representative	mjanoff@lasvegasnevada.gov	702-229-6227
11.	City of Las Vegas	City of Las Vegas 2024 Crack Seal	11/2023	03/2024	$808,602	Michael Janoff	Construction Representative	mjanoff@lasvegasnevada.gov	702-229-6227
12.	City of Las Vegas	City of Las Vegas 2023 Crack Seal	11/2022	03/2023	$1,308,500	Michael Janoff	Construction Representative	mjanoff@lasvegasnevada.gov	702-229-6227
13.	Salt Lake County	Salt Lake County 2024 Slurry Seal	05/2024	Ongoing	$1,200,000	Steve Arnold	Pavement Manager	sarnold@slco.org	385-468-6132
14.	Salt Lake County	Salt Lake County 2023 Slurry Seal	07/2023	08/2023	$1,104,739	Steve Arnold	Pavement Manager	sarnold@slco.org	385-468-6132
15.	Boulder City	Boulder City Pavement Preservation Crack Seal	03/2024	06/2024	$1,434,966	Jim Keane	City Engineer	jkeane@bcnv.org	702-293-9200
16.	City of Maricopa	FY 23-24 Neighborhood Pavement Preservation	01/2024	05/2024	$2,345,985	Tammy Valadez Paz	Project Manager	tammy.valadezpaz@maricopa-az.gov	520-316-6843
17.	City of Buckeye	Pavement Maintenance Program 23-24	11/2023	06/2024	$2,275,435	Richard Vereecken	Streets Operations Manager	rvereecken@buckeyeaz.gov	623-243-2913

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Crest Insurance Group, LLC
7272 E. Indian School Rd. Suite 375
Scottsdale AZ 85251

License#: 967026
AMERPAV-03

CONTACT NAME: Lauren Baker
PHONE (A/C, No, Ext): 480-801-9892 **FAX (A/C, No):** 480-839-2272
E-MAIL ADDRESS: lbaker@crestins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : QBE Specialty Insurance Company	11515
INSURER C : Navigators Specialty Ins. Co.	36056
INSURER D : Endurance American Specialty	41718
INSURER E :	
INSURER F :	

INSURED
American Pavement Preservation LLC
American Pavement Holdings, Inc.
4725 East Cartier Avenue
Las Vegas NV 89115

COVERAGES **CERTIFICATE NUMBER:** 140158543 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO-6946088-01	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible:	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 25,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAP-6946087-01	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
B C D	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			140001084 LA24EXCZ0E614IC ELD30038710001	6/1/2024 6/1/2024 6/1/2024	6/1/2025 6/1/2025 6/1/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 8,000,000 $ 8,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC-6946089-01	6/1/2024	6/1/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder and others when required in a written contract or agreement are Additional Insured (General Liability & Automobile Liability) per the attached endorsement forms. Coverage is Primary & Non-Contributory (General Liability & Automobile Liability) per the attached endorsement forms. Waiver of Subrogation (General Liability, Automobile Liability & Workers Compensation) applies per the attached endorsement forms. Applicable Forms: CG24041219, UCA424HCS, UGL2162ACW, WC000313, WC040306, CG25030509. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.
RE: RFQ-24-350

CERTIFICATE HOLDER

City of Yuma
Yuma AZ 85364

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cody Ritchil

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 6946088-01	Effective Date: 06/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

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

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory Insurance

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

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: GLO 6946088-01

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
ANY CONSTRUCTION PROJECT EXCEPT A CONSTRUCTION PROJECT FOR WHICH A CONSOLIDATED (WRAP-UP) OR SIMILAR INSURANCE PROGRAM HAS BEEN PROVIDED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Coverage Extension Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 6946087-01	Effective Date: 06/01/2024

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage:**

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

   Include, as soon as practicable:

   (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

   (2) The "insured's" name and address; and

   (3) To the extent possible, the names and addresses of any injured persons and witnesses.

   If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06-01-24** Policy No. **WC 6946089-01** Endorsement No.

Insured **PAVEMENT PRESERVATION GROUP, INC.** Premium $ **INCL.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

Countersigned By _____

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Addenda Acknowledgement Form

Solicitation addenda are posted on the
City of Yuma Bonfire Procurement Portal identified as:

Ref #: RFQ-24-350

Project: Pavement Preservation Services

It is the responsibility of the Responder to check the Yuma Procurement Portal for any addenda to the solicitation.

Responders must acknowledge any and all solicitation addenda issued to include the date of the addenda. Written acknowledgement is material term of the bidding contract and a material consideration for the awarding of any contract. The Responder's signature(s) below confirms receipt and consideration of the information contained in the addenda. If no addenda were issued, indicate as such by signing at the bottom of the page and upload to the Yuma Procurement Portal. Failure to meet this material term results in a non-responsive bid and will not be considered for evaluation and award.

Company Name: APP-Cactus Joint Venture (ACJV)

	Dated	***Acknowledgement/Signature***
Addendum #1	07/30/2024	Jeff Abram Digitally signed by Jeff Abram Date: 2024.08.06 07:31:59 -07'00'
Addendum #2		
Addendum #3		
Addendum #4		
Addendum #5		
Addendum #6		
Addendum #7		
Addendum #8		
Addendum #9		
Addendum #10		

No Addenda were issued as part of this solicitation.

Signature Date

Upload this completed and signed document to the
Yuma Procurement Portal for the associated solicitation.

RFQ # 24-350

Project: Pavement Preservation Services

AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION AND WAIVER

I, Jeff Abram, the undersigned, on behalf of APP-Cactus Joint Venture (ACJV) (this company), do hereby consent and authorize all those companies and government entities listed in my Statement of Qualifications and any other government entity for whom this company has performed construction services, to disclose and release to the City of Yuma, or their representatives, information, records and opinions concerning this company's construction performance. The purpose of this disclosure is to provide references to the City of Yuma. APP-Cactus Joint Venture (ACJV) hereby waives any claim it may have against the City of Yuma or any company or entity providing information to the City of Yuma by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization for disclosure of information is effective for the term of the contract.

This consent or Photostat copy of this authorization shall be as valid and effective as the original.

Dated: 8/6/24

Signature: Jeff Abram Digitally signed by Jeff Abram Date: 2024.08.06 07:33:05 -07'00'

Printed Name: Jeff Abram

Title: Director of Sales/Estimating

Return this completed and signed document with your Statement of Qualifications

RFQ # 24-350

Project: Pavement Preservation Services

CERTIFICATION OF INSURABILITY

I hereby certify that in seeking to be selected as a Qualified Contractor by the City of Yuma for the Pavement Preservation Services project, Contract No. RFQ-24-350, I am fully aware of Insurance Requirements contained in the RFQ solicitation, and by the submission of this Statement of Qualifications, I hereby assure the City of Yuma that I am able to produce the insurance coverage required should I be selected to be awarded such contracts.

Dated: 8/6/24

Signature of Offeror: Jeff Abram

Digitally signed by Jeff Abram
Date: 2024.08.06 07:34:20 -07'00'

Printed Name: Jeff Abram

Title: Director of Sales/Estimating

Return this completed and signed document with your Statement of Qualifications

2 CFR SECTION 200 CERTIFICATIONS

Solicitation # RFQ-24-350 Title: Pavement Preservation Services

Vendor Name: APP-Cactus Joint Venture (ACJV)

The following certifications and provisions are required and apply when the City of Yuma expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the City of Yuma and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

(A) Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at $100,000, which is the inflation adjusted amount determined by the laws of the State of Arizona and the Charter of the City of Yuma, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when the City of Yuma expends federal funds, City of Yuma reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $5,000)

Pursuant to Federal Rule (B) above, when City of Yuma expends federal funds, City of Yuma reserves the right to immediately terminate any agreement in excess of $5,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. City of Yuma also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if City of Yuma believes, in its sole discretion that it is in the best interest of the City of Yuma to do so. Vendor will be compensated for work performed and accepted and goods accepted by the City of Yuma as of the termination date if the contract is terminated for convenience of the City of Yuma. Any award under this procurement process is not exclusive and the City of Yuma reserves the right to purchase goods and services from other vendors when it is in the City of Yuma's best interest.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

(C). Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when the City of Yuma expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

2 CFR SECTION 200 CERTIFICATIONS

Does Vendor agree to abide by the above? YES____ja____Initials of Authorized Representative of Vendor

(D). Davis-Bacon Act

Applicable ONLY to prime construction contracts in excess of $2,000 where federal funds are being used for the project. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

LOCATE WAGE DETERMINATIONS AT: https://sam.gov/content/wage-determinations

Pursuant to Federal Rule (D) above, when the City of Yuma expends federal funds during the term of an award for all contracts and sub-grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES____ja____Initials of Authorized Representative of Vendor

(E) Copeland "Anti-Kickback" Act:
The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (E) above, when the City of Yuma expends federal funds during the term of an award for all contracts and sub-grants for Public Building or Public Work Financed in Whole or in Part by a Grant from the United States the Vendor will be in compliance with all applicable Copeland "Anti-Kickback" Act provisions.

Does Vendor agree? YES____ja____Initials of Authorized Representative of Vendor

(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible

provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (F) above, when the City of Yuma expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the City of Yuma resulting from this procurement process.

Does Vendor agree? YES____ja____Initials of Authorized Representative of Vendor

(G) Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (G) above, when federal funds are expended by the City of Yuma, Vendor certifies that during the term of an award for all contracts by the City of Yuma resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES____ja____Initials of Authorized Representative of Vendor

(H) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (H) above, when federal funds are expended by the City of Yuma, Vendor certifies that during the term of an award for all contracts by the City of Yuma resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (H) above.

Does Vendor agree? YES____ja____Initials of Authorized Representative of Vendor

(I) Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OBM guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189 and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2 CFR SECTION 200 CERTIFICATIONS

Pursuant to Federal Rule (I) above, when federal funds are expended by the City of Yuma, Vendor certifies that during the term of an award for all contracts by the City of Yuma resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES_____ja_____Initials of Authorized Representative of Vendor

(J) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, when federal funds are expended by the City of Yuma, Vendor certifies that during the term and after the awarded term of an award for all contracts by the City of Yuma resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

a. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does Vendor agree? YES_____ja_____Initials of Authorized Representative of Vendor

(K) Procurement of Recovered Materials

When federal funds are expended, the City of Yuma and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and

(3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (K) above, when federal funds are expended by the City of Yuma, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

2 CFR SECTION 200 CERTIFICATIONS

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

(L) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to Federal Rule (L) above, when federal funds are expended by the City of Yuma, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

(M) Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (M) above, when federal funds are expended by the City of Yuma, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the City of Yuma for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES ja Initials of Authorized Representative of Vendor

2 CFR SECTION 200 CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the City of Yuma expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES____ja____Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the City of Yuma not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non- discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES____ja____Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES____ja____Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES____ja____Initials of Authorized Representative of Vendor

2 CFR SECTION 200 CERTIFICATIONS

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: APP-Cactus Joint Venture (ACJV)

Address, City, State, and Zip Code: 8211 W. Sherman St. Tolleson AZ 85353

Phone Number: 623-907-2800 Email Address: ja@pavementpreservationgroup.com

Printed Name: Jeff Abram

Title of Authorized Representative: Director of Sales/Estimating

Signature of Authorized Representative: Jeff Abram Digitally signed by Jeff Abram Date: 2024.08.06 07:30:42 -07'00'

Date: 8/6/2024

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. G.**

Meeting Date: 10/22/2025

Department Head: Manuel Hernandez, Assistant 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 approval of the Arizona Public Service (APS) Company completing electrical distribution and streetlight work in support of the County 22nd Street and Sidewinder Road traffic signal and streetlight project. **(Manuel Hernandez, Assistant Director of Public Works)**

SUMMARY:

Description

Public Works is seeking Mayor and Council approval to authorize Arizona Public Service (APS) to complete electrical distribution and street light work in support of the County 22nd Street and Sidewinder Road Traffic Signal and street light project. The scope includes constructing overhead and underground facilities, installing three new street lights on Co. 22nd, and providing service to the new traffic signal meter cabinet. APS has provided a project-specific cost estimate of **$80,911.87**, which represents the total City obligation for this work.

Budget Transfer Details:

Public Works was recently informed that the Los Alamos Curve Realignment Project #2025027 (10th Avenue & Los Alamos HSIP) is being removed from the FY 2026–2030 YMPO Transportation Improvement Program until ADOT defers it to FY 2027 or later. Consequently, the $79,230 currently allocated as the City's grant match will not be needed this year. Public Works is requesting that these funds be transferred to the County 22nd Street and Sidewinder Project.

Request

Public Works is seeking Mayor and Council approval to proceed with the project in the amount of $80,911.87, waive formal procurement procedures, and authorize a budget transfer as outlined in the fiscal impact statement of this agenda item. This purchase qualifies under City Code §3.05.020 – Exclusive Services, as APS is the sole source provider.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE PAYMENT TO APS FOR THE CO 22ND AND SIDEWINDER PROJECT IN THE AMOUNT OF $80,911.87, WAIVE FORMAL PURCHASING PROCEDURES, AND APPROVE A BUDGET TRANSFER AS PRESENTED IN THE FINANCIAL IMPACT STATEMENT.

Fiscal Impact

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

TOTAL:	$80,911.87
BUDGETED AMOUNT:	0
AVAILABLE AMOUNT TO TRANSFER:	$79,230.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	10th Avenue & Los Alamos Curve Project Match, 200-210-90010/$79,230.00

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

Budget Transfer Details: Public Works was recently informed that the Los Alamos Curve Realignment Project #2025027 (10th Avenue & Los Alamos HSIP) is being removed from the FY 2026–2030 YMPO Transportation Improvement Program until ADOT defers it to FY 2027 or later. Consequently, the $79,230 currently allocated as the City's grant match in the FY 2025 budget will not be needed this year. Public Works is requesting that these funds be transferred to the County 22nd Street and Sidewinder Project. **The difference of $1,681.87 (APS applicant charge estimate) will be acquired from the Highway Users Fund.**

Attachments

Co 22nd and Sidewinder Road APS Applicant Charges Estimate 092225

WA766838 Co 22nd & Sidewinder Rd Final

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aps

Schedule 3, Revision 16
Applicant Charges (Part Refundable and Part Non-Refundable)

APS Representative:
Raquel Smith
Customer Project Associate
6700 E 30th St
Yuma, AZ, 85365
928-390-3929

Bill To:
City of San Luis Finance Department

PO Box 7740
San Luis, AZ, 85349
928-341-8554

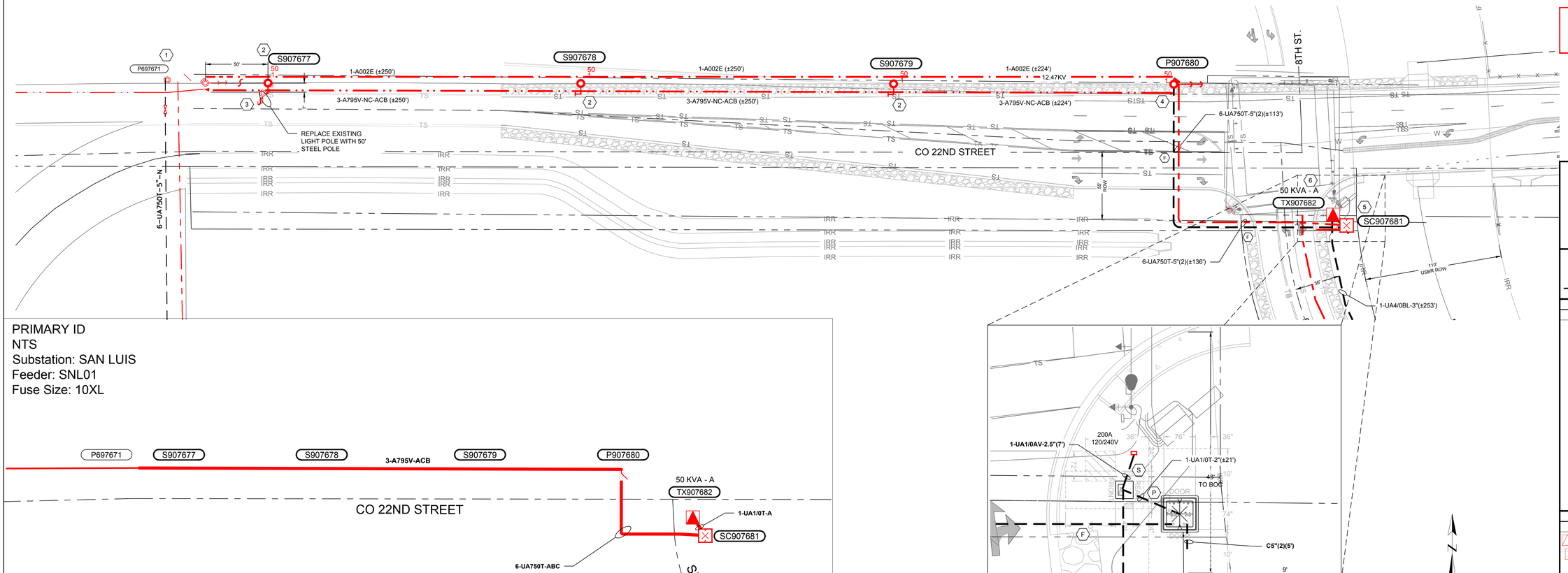
DATE: 05/16/25
INVOICE #

Work Order #: WA766838

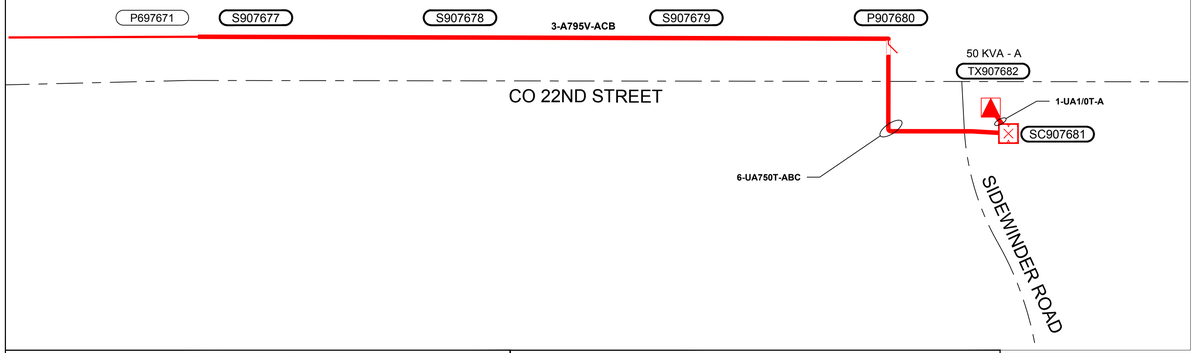
Service Address and City: 1819 E County 22nd St, San Luis
Service Zip Code: 85349
Description of Work:
Extend overhead feeder from pole S907667 to pole P907680. Install underground transition at P907680 and run underground feeder to switching cabinet SC907681. Extend single-phase primary from switching cabinet to new transformer TX907682. Install new underground service from transformer to new 100A SES to serve new traffic signal. Street light invesetment cost included.

	DESCRIPTION			AMOUNT
1				
2	**Project Specific Charges**			**$ 79,095.78**
5	Project Specific Labor Costs		$ 37,423.38	
6	Project Specific Material Costs		$ 78,443.42	
7				
8				
9				
10				
11	System Allowance Credit	switching cabinet	$ (36,771.02)	
12	**Salvage and Material Credits**			**$ (598.39)**
13	Salvage Scrap Value Credit		$ (598.39)	
14				
15				
16				
17				
18				
19				
20				
21	**TOTAL LINE EXTENSION COSTS Subject to Allowances or Economic Analysis (Lines: 1+2+12+18)**			**$ 78,497.39**
22				
23	**EFS Refundable Advance (Amount Required to Make Extension Feasible)**			**$78,497.39**
24				
25				
26				
27				
31				
32				
33				
34				
36				
37	**Street Light Charges - APS Owned (Non-Refundable) (RC965)**			**$ 2,414.48**
38				
39	APS Street Lights - Investment Cost Provided by Applicant for Lower Monthly Rate		$ 2,414.48	
40				
41				
42			$ -	
43				
44				
45	**TOTAL NON-REFUNDABLE CHARGES (Lines 32+33+34+35+36+37+40+43+44)**			**$ 2,414.48**
46	**TOTAL REFUNDABLE ADVANCE (From Line 23, 25, 26, 27, 28, or 31)**	**Account #**	**252153025**	**$ 78,497.39**
47	**TOTAL CHARGES TO APPLICANT (Part Refundable and Part Non-Refundable) (Line 45+46)**			**$80,911.87**
48				
49				
50	**TOTAL DUE AFTER PRE-PAYMENT(S)***			**$80,911.87**

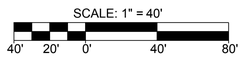
*Additional applicant charges may apply. See invoice for the total amount due.



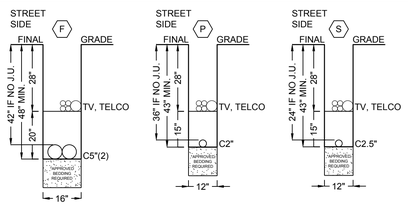
PRIMARY ID
NTS
Substation: SAN LUIS
Feeder: SNL01
Fuse Size: 10XL



AREA BLOW-UP DETAIL
SC: 1"=10'



TRENCHING DETAILS

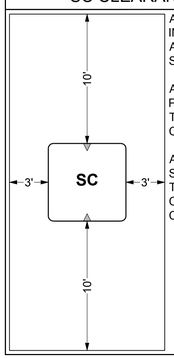


CONCRETE ENCASEMENT NOTES

ALL 5" SWEEPS TO BE CONCRETE ENCASED.
COMPRESSIVE STRENGTH: 260 MIN PSI TO 300 MAX PSI (190 TO 200 POUNDS CEMENT/CU YARD (2-SACK MIX)

ENCASEMENT SHALL BE A MIN OF 3" THICK SURROUNDING THE SWEEP AND SHALL EXTEND 12" BEYOND THE SWEEP COUPLINGS (20.9 APS SPEC BOOK)

SC CLEARANCE DETAIL



ALL EQUIPMENT TO BE INSTALLED AS PER 1278 AND 1279 IN THE APS SPEC BOOK

ALL CLEARANCES TO BE PROVIDED BY CUSTOMER TO ALLOW SAFE WORKING CONDITIONS

A MAXIMUM DROP OR SLOPE TO BE NO MORE THAN 2' IN THE 10' CLEARANCE AREA FOR CABINETS

TRENCHING NOTES

TRENCHES 60" OR MORE IN DEPTH SHALL BE SHORED, LAID BACK TO A STABLE SLOPE, OR SOME OTHER MEANS OF PROTECTION SHALL BE PROVIDED TO GUARD AGAINST MOVING GROUND AND CAVE-INS

CUSTOMER TO PROVIDE & INSTALL CONDUIT SYSTEM PER APS SPEC

CENTERLINE OF APS MAIN TRENCH TO BE 3' BEHIND FRONT PROPERTY LINE

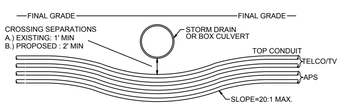
APS TO STAKE ALL CONDUIT CROSSINGS, EQUIPMENT LOCATIONS, STREET LIGHT STUB-OUTS & NEW POLE LOCATIONS

CALL 928-336-9838 TO SCHEDULE STAKING OR TRENCH/CONDUIT INSPECTION

MAINTAIN MIN 4' HORIZONTAL CLEARANCE BETWEEN FIRE HYDRANT & APS U.G. FACILITIES

MINIMUM 12" CLEARANCE REQUIRED AT ALL UTILITY CROSSINGS

ADDITIONAL EXCAVATION REQUIRED ON PROPERTY SIDE OF PAD-MOUNT EQUIP TO ALLOW GAS FACILITIES TO GO AROUND - MIN 12" CLEARANCE REQUIRED BETWEEN EDGE OF PAD AND GAS (4' BETWEEN GAS MAIN & APS SERVICE CONDUIT)



ELECTRICAL CONDUIT CLEARANCES
UNDER STORM DRAIN OR BOX CULVERT
N.T.S.

APS HIGHLY CONFIDENTIAL

CRITICAL ENERGY/ELECTRIC INFRASTRUCTURE INFORMATION (CEII)
EXCEMPT FROM MANDATORY DISCLOSURE REQUIREMENTS OF THE FREEDOM OF INFORMATION ACT, 5 U.S.C. §552 AND SHOULD BE WITHHELD FROM PUBLIC DISCLOSURE, 18 C.F.R. §388.113.

3/17/25

DISCLAIMER

BY ACCEPTING THIS DATA, RECIPIENT ACKNOWLEDGES AND AGREES TO THE FOLLOWING CONDITIONS:

- ALL DATA PROVIDED BY APS IS RESTRICTED TO USE AND REFERENCE ONLY TO THE SITE AND PROJECT FOR WHICH IT WAS ORIGINALLY PREPARED. ANY OTHER USES ARE PROHIBITED WITHOUT WRITTEN AUTHORIZATION FROM APS.
- ANY USE OF ELECTRONIC DATA RECEIVED FROM APS BY RECIPIENT SHALL BE AT THE RECIPIENT'S FULL RISK. RECIPIENT INDEMNIFIES AND HOLDS APS HARMLESS FROM DAMAGES, CLAIMS, OR LOSSES RESULTING FROM THE USE OF PROVIDED ELECTRONIC DATA. IN THE EVENT OF REQUIRED DEFENSE, RECIPIENT SHALL BE RESPONSIBLE FOR ANY AND ALL LEGAL EXPENSES AND ATTORNEYS' FEES. THE ELECTRONIC DATA RECEIVED FROM APS IS PROHIBITED FROM FURTHER DISTRIBUTION TO THIRD PARTIES WITHOUT WRITTEN AUTHORIZATION FROM APS.
- RECIPIENT ACKNOWLEDGES THAT CONSTRUCTION PLANS MAY BE UPDATED AND THE ELECTRONIC DATA PROVIDED HEREIN BY APS MAY BECOME OUTDATED. THE ELECTRONIC DATA SHALL NOT BE CONSIDERED "CONSTRUCTION DOCUMENTS". ALL DOCUMENTS CONSIDERED "CONSTRUCTION DOCUMENTS" SHALL BE HARD COPY ONLY AND IT IS RECIPIENTS' RESPONSIBILITY TO ASSURE THE ELECTRONIC DATA CONFORMS AND MATCHES THE LATEST SET OF CONSTRUCTION DOCUMENTS.
- IT IS THE RECIPIENT'S RESPONSIBILITY TO CONTACT BLUE STAKE PRIOR TO TRENCHING OR DIGGING. FAILURE TO CONTACT BLUE STAKE MAY RESULT IN VIOLATIONS OF A.R.S. §40-360.22 AND 40-360.23A
- BY SIGNING THIS APPROVED DOCUMENT, CUSTOMER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED WITHIN THESE DRAWINGS ARE APS HIGHLY CONFIDENTIAL AND CUSTOMER ASSUMES FULL RESPONSIBILITY DUE TO ANY DEVIATIONS OR CHANGES WITHOUT WRITTEN CONSENT TO APS.

1 REMOVE
6902.A18M [ANCHOR]
INSTALL
3303.SC3AD1 [FRAMING]

2 INSTALL (3 LOCATIONS)
1907.501G [50' STEEL POLE]
3130.SC3N1K1 [FRAMING]
8054.SS8CL54 [LUMINAIRE]
8108.A4B [FUSE]

3 INSTALL
1907.353G [50' STEEL POLE]
8040.S8CL540A [LUMINAIRE]
8108.A4B [FUSE]

4 INSTALL
1907.501G [50' STEEL POLE]
3275.SC3AD1 [FRAMING]
2350.H23 [DAMPERS]
6904.A18MK [GUYING]
5470.S7K6A4 [FEEDER DIP]
8881.JQ(2) [5" PLUGS]*

5 INSTALL
8476.09 [2-WAY SC]
8542.0A [BOX VAULT]
2895.JC12(6) [T-BODIES]
2470.B [750 FAULT INDICATOR]
2895.B(6) [600A CAP]
2894.FA112 [LOAD-BREAK ELBOW]
2470.A [FAULT INDICATOR]
2894.C(5) [200A CAP]
2660.CD10 [FUSE]
8881.JQ(4) [5" PLUGS]*
8881.DQ(6) [2" PLUGS]*

6 INSTALL
7626.B032A (50KVA, 1Ø, 7,200/12,470V, 120/240V)[UGTX]
7922 [PAD]*
2701.B [SERVICE CONNECTION]
8881.DQ [2" PLUG]*
8881.EQ [2.5" PLUG]

WI INSTALL
6250.A795V(2438) [795 OH]
6260.A002E(813) [K-CABLE+#2 SECONDARY]
6215.UA750T(942) [750 FEEDER]
6215.UA1/0T(29) [1/0 PRIMARY]
6220.UA1/0AV(23) [1/0 SERVICE]
8895.ML(3) [LUBE]
8895.MR(1800) [FLAT-STRAP]*

* APS PROVIDED, CUSTOMER INSTALLED

TOTAL TRENCH (ft):	268'
TOTAL TRENCH IN R/W(ft):	268'

WIRE DATA

CODE	TYPE	INST	REM	ABAND
6250.A795V	PRIMARY	2,438'	0'	0'
6260.A002E	PRIMARY	813'	0'	0'
6215.UA750T	PRIMARY	942'	0'	0'
6215.UA1/0T	PRIMARY	29'	0'	0'
6220.UA1/0A	SERVICE	23'	0'	0'

GENERAL CONSTRUCTION NOTES

CUSTOMER TO PROVIDE & INSTALL:

1. STAKING PROPERTY CORNERS WITH OFFICIAL SURVEY CAPS, ELEVATIONS AND GRADES. THERE IS A RESTAKING FEE IF RESURVEYING IS REQUIRED DUE TO APS SURVEY STAKES BEING DESTROYED IN THE FIELD.
2. ALL APPROVED TRENCH & CONDUIT MATERIALS IN COMPLIANCE WITH THE A.P.S. TRENCH AGREEMENT & THE TRANSMISSION & DISTRIBUTION CONSTRUCTION STANDARDS, UNLESS OTHERWISE NOTED.

APS TO PROVIDE, CUSTOMER TO INSTALL

1. EQUIPMENT PADS (EXCEPT 3-PHASE TRANSFORMER PADS), J-BOXES, PULL BOXES, FLAT STRAP AND MANHOLES UNLESS NOTED OTHERWISE. PLEASE CONTACT CSR TO ARRANGE TO PICK UP YOUR MATERIAL.

COORDINATE WITH WO# _____

Curbs and Sidewalks
SIDEWALKS AND CURBS INSTALLED PRIOR TO THE COMPLETION OF APS CONSTRUCTION, WHICH MAY INTERFERE WITH APS CONSTRUCTION, WILL BE REPAIRED AT CUSTOMER'S EXPENSE.
Revisions
THERE WILL BE A CHARGE TO THE CUSTOMER FOR CHANGES MADE AT THE REQUEST OF THE CUSTOMER TO THE FINAL DESIGN.
Easements
TRENCH, CONDUIT, AND ANY OTHER FACILITIES INSTALLED PRIOR TO OBTAINING EASEMENTS IS AT THE RISK OF THE CUSTOMER. IF THE FINAL DESIGN MUST CHANGE BECAUSE EASEMENTS CANNOT BE GRANTED, THE CUSTOMER IS RESPONSIBLE FOR ALL COST AND INSTALLATION ASSOCIATED WITH THE CHANGE.
Permits
APS WILL SUBMIT PERMITS. CONTRACTOR MUST SHOW PROOF OF BOND AND SIGN PERMITS PRIOR TO STARTING WORK.
Existing Underground Electric Lines
THE LOCATION OF LINES IS APPROXIMATE AND THE AS-BUILT LOCATIONS IN THE FIELD MAY BE DIFFERENT.

ISSUED-FOR-CONSTRUCTION
FINAL DESIGN
03/18/2025 — R.A.S.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.com

APS ENGINEERING
CHECKED BY:

UTILITIES KEY

EXISTING		PROPOSED
W	WATER	W
S	SEWER	S
G	GAS	G
SD	STORM DRAIN	SD
IRR	IRRIGATION	IRR
TS	TRAFFIC SIGNAL	TS
T	TELCO	T
CATV	CABLE TV	CATV
FO	FIBER	FO
OH TRANSMISSION (69KV)*		
OH PRIMARY (12,470/7,200V)*		
OH SECONDARY/SERVICE (120/240V)*		
UG TRANSMISSION (69KV)*		
UG PRIMARY (12,470/7,200V)*		
UG SECONDARY/SERVICE (120/240V)*		
SPARE CONDUIT		
TRENCH RUNNING LINE		

* UNLESS OTHERWISE NOTED

APS SYMBOL LEGEND

EXISITING	PROPOSED
PADMOUNT TRANSFORMER	
SWITCHING CABINETS	
1Ø SWITCHING CABINET	
OH/UG CAPACITOR BANK	
J-BOX / PULL BOX	
MANHOLES	
OH TRANSFORMER	
OH SWITCH (KPF)	
APS OWNED POLE	
APS OWNED STEEL POLE	
APS OWNED JOINT USE POLE	
DIP (TRANSITION) POLE	
STREET LIGHT	
DUSK TO DAWN LIGHT	

DATA MODIFIED PER FIELD CONDITIONS

VICINITY MAP



QUARTER SECTION GRID DATA		
T11S R24W Sec 06 NE 1/4	MAP#	
CONTACT: DANIEL BARRERA		
PHONE: 928-615-0431	MOBILE:	
INSPECTOR: ADAM CASTANEDA		
PHONE: 928-259-9854	MOBILE:	

REVISION

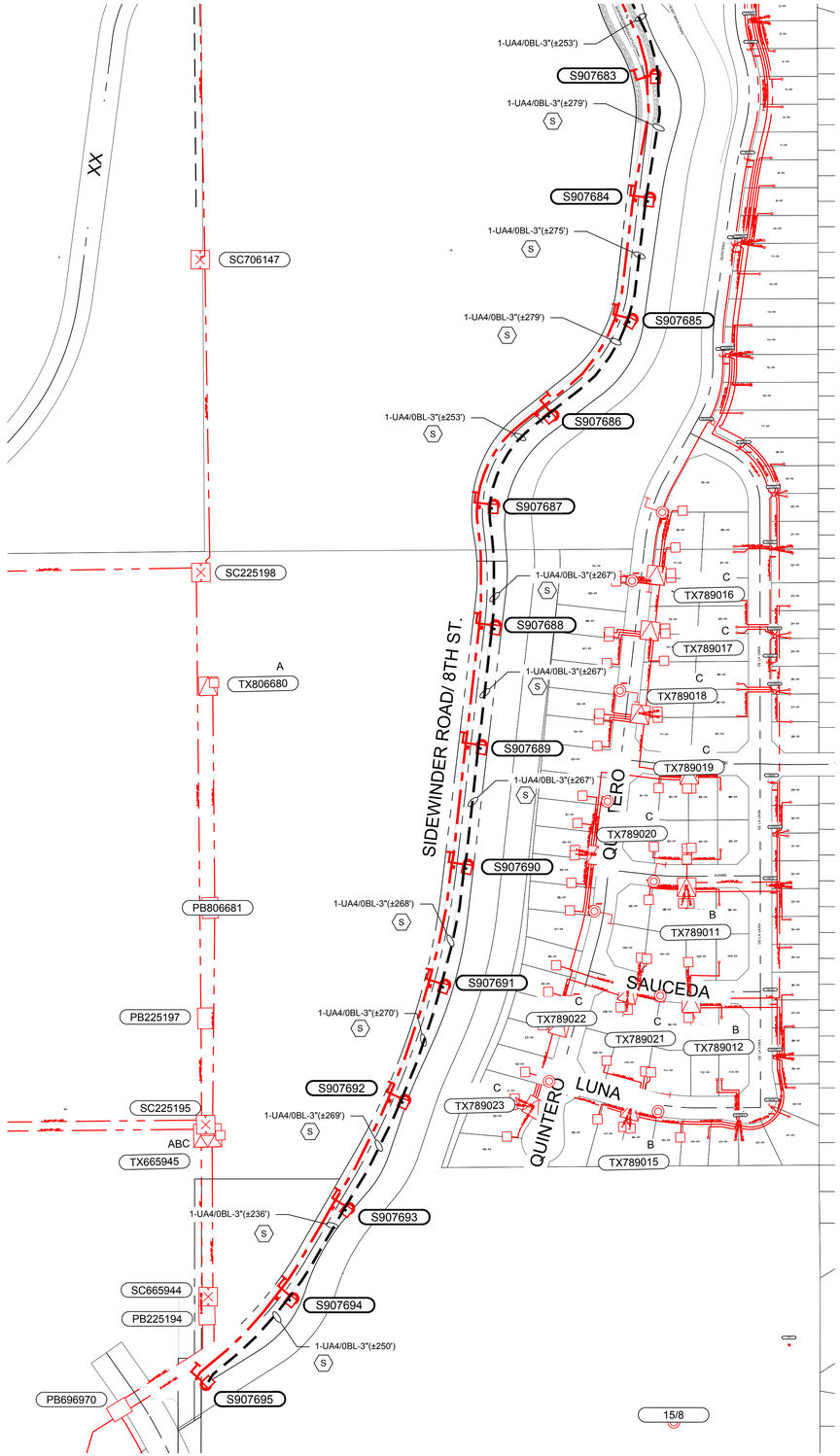
DATE	DESCRIPTION	BY

WA766838
CITY OF SAN LUIS - TRAFFIC SIGNAL
COUNTY 22ND. & SIDEWINDER RD. SAN LUIS AZ 85349

FILE:WA766838.dwg	
BY: R.A.S.	DATE: 03/18/2025
SCALE: 1:40	SHEET 1 OF 2

3/18/2025 11:22 AM DESIGN DRAWING SHALL BE PRINTED ON ARCH "D" SIZE (24"X36") PAPER.

FUTURE LIGHTING(REFERENCE ONLY)



SCALE: 1" = 150'

150' 75' 0' 150' 300'

GENERAL CONSTRUCTION NOTES

CUSTOMER TO PROVIDE & INSTALL:

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COORDINATE WITH WO# _____

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aps

REFERENCE ONLY
03/18/2025 — R.A.S.

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811 BLUE STAKE, INC.

Call 811 or click Arizona811.com

APS ENGINEERING
CHECKED BY:

UTILITIES KEY		
EXISTING		PROPOSED
W	WATER	W
S	SEWER	S
G	GAS	G
SD	STORM DRAIN	SD
IRR	IRRIGATION	IRR
TS	TRAFFIC SIGNAL	TS
T	TELCO	T
CATV	CABLE TV	CATV
FO	FIBER	FO
OH TRANSMISSION (69KV)*		
OH PRIMARY (12,470/7,200V)*		
OH SECONDARY/SERVICE (120/240V)*		
UG TRANSMISSION (69KV)*		
UG PRIMARY (12,470/7,200V)*		
UG SECONDARY/SERVICE (120/240V)*		
SPARE CONDUIT		
TRENCH RUNNING LINE		
* UNLESS OTHERWISE NOTED		

APS SYMBOL LEGEND	
EXISITING	PROPOSED
PADMOUNT TRANSFORMER	
SWITCHING CABINETS	
1Ø SWITCHING CABINET	
OH/UG CAPACITOR BANK	
J-BOX / PULL BOX	
MANHOLES	
OH TRANSFORMER	
OH SWITCH (KPF)	
APS OWNED POLE	
APS OWNED STEEL POLE	
APS OWNED JOINT USE POLE	
DIP (TRANSITION) POLE	
STREET LIGHT	
DUSK TO DAWN LIGHT	

DATA MODIFIED PER FIELD CONDITIONS

VICINITY MAP



QUARTER SECTION GRID DATA		
T11S R24W Sec 06 NE 1/4	MAP#	
CONTACT: DANIEL BARRERA		
PHONE: 928-615-0431	MOBILE:	
INSPECTOR: ADAM CASTANEDA		
PHONE: 928-259-9854	MOBILE:	

REVISION		
DATE	DESCRIPTION	BY

WA766838

CITY OF SAN LUIS - TRAFFIC SIGNAL

COUNTY 22ND. & SIDEWINDER RD. SAN LUIS AZ 85349

FILE:WA766838.dwg	
BY: R.A.S.	DATE: 03/18/2025
SCALE: 1:150	SHEET 2 OF 2

3/18/2025 11:22 AM DESIGN DRAWING SHALL BE PRINTED ON ARCH 'D' SIZE (24"X36") PAPER.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. H.**

Meeting Date: 10/22/2025

Department Head: Maria Angelica Roldan, Director of Parks & Recreation, Parks & Recreation Department

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

Action Requested:

ITEM:

Discussion and possible action on any and all matters regarding authorization to contract JSA Company for full landscape maintenance of several assessment districts for Fiscal Year 2026. **(Angelica Roldan, Director of Parks and Recreation)**

SUMMARY:

In Fiscal Year 2025, the city council approved a cumulative purchase for the Parks and Recreation Department to contract with JSA Company to assist with the landscape maintenance of several assessment districts. JSA Company entered into a Cooperative Purchasing Agreement with the City of Yuma in 2020, and the City piggybacked on the City of Yuma contract number 2020-0000098 in Fiscal Year 2024, as allowed under San Luis Purchasing Code Section 3.05.090. This was a 5-year contract from July 01, 2020, through June 30, 2025. The City of Yuma posted a Request for Qualifications Award in July to award new contracts for the Landscaping Maintenance Services. The City of Yuma had a council meeting on September 03, 2025, where they approved executing a one-year contract with the option to renew for four (4) additional one-year periods, depending on appropriation of funds and satisfactory performance by three (3) companies. One of the awarded companies was JSA Company, with whom we would like to continue working this fiscal year.

Last fiscal year, JSA Company did a great job in maintaining a total of fifteen (15) improvement districts on the East side of our City. This Fiscal Year, one more assessment district was added, for a total of 16 assessment districts that need landscape maintenance. This would be the third year that we would like to partner with JSA for the landscape maintenance of sixteen improvement districts. JSA Company will be assisting with various services, including weed control, tree trimming, plant maintenance, irrigation maintenance, mowing and edging, gravel maintenance, periodical raking, outfall maintenance, tree raising, outfall/spillway maintenance, and concrete blowing of designated areas. Working with JSA Company allows the city to provide a higher level of service to the residents who are paying for such services in their area.

Staff is seeking council approval for the landscape maintenance services with JSA per the attached City of Yuma contract and itemized quotes for each improvement district, following Cooperative Purchase procedures as allowed under the San Luis Purchasing Code Section 3.05.090 and to waive any formal purchasing procedures to use just the one proven company since Yuma already went through the bid bidding process. The San Luis Purchasing Code Section 3.05.10(F) allows the City Council to waive formal purchasing procedures for good cause.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH JSA COMPANY FOR LANDSCAPE MAINTENANCE SERVICES IN THE AMOUNT OF $367,663.00 AND WAIVE FORMAL PURCHASING PROCEDURES FOR THE GOOD CAUSE, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$367,663.00
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	806-860-70025 / N/A

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

For Fiscal Year 2026, the total estimated fiscal impact of this service is $367,663.00.

The staff is seeking Council approval for the landscape maintenance services contract for the assessment areas listed on the attached quotes for Fiscal Year 2026, following Cooperative Purchasing procedures as allowed under the San Luis Purchasing Section 3.05.090. City of Yuma has provided the RFQ-25-293 Landscaping Maintenance Awarded Vendors letter, show that JSA Company is one of the three vendors who were awarded their Landscape Maintenance Services contract. We have worked with JSA Company in the past, and they have done an exceptional job.

Cooperative Purchases:
The following vendor has entered into a Cooperative Purchasing Agreement, and the City is piggybacking on such agreement as allowed under San Luis Purchasing Code 3.05.090.

- JSA COMPANY FY2026

Attachments

City of Yuma - RFQ-25-293 - Landscape Maintenance Services Awarded Vendors

JSA Proposal FY2026

RFQ-25-293
Landscape Maintenance Services

Vendor #123902	Vendor #101523	Vendor #1299
APV Curbing Landscape & Masonry	**Arbor Tech Tree & Landscape Services**	**JSA Company**
340 W 32nd Street, #432 Yuma, AZ 85364	340 W 32nd Street, #402 Yuma, AZ 85364	3915 E 43rd Lane, Yuma, AZ 85365
POC: Pedro Velasco (928) 726-4183 (office #); Pedro@apvcurbing.com info@apvcurbing.com Loriann Soriano loriann@apvcurbing.com	POC: Frank Saldana (928) 782-2367; (928) 941-2147 frank@arbortechinyuma.com	POC: Phill James (928) 344-1667; phill@jsacompany.net

Project Manager - Martin Agundez @ (928) 373-4548; Martin.Agundez@YumaAz.gov

City of Yuma Contact: Procurement Division: Mary E. Roman @ (928) 373-5114; Mary.Roman@YumaAz.gov

5 Year Contract: September 4, 2025 through September 3, 2030

The Department will create a Scope of Work, with item descriptions and quantities for the project.
Contact Procurement to obtain the Request for Quote Form with your project information.
Email Request for Quote form to all three qualified vendors.
Vendor will return the Request for Quote completed and signed.
Award to the lowest, responsive, responsible bidder.
Projects over $100,000.00 - will need to have Council Approval.

INVOICING:

In order to receive prompt payment for goods or services to the City of Yuma, the vendor is required to submit an invoice to City of Yuma Finance Department/Accounting Division, One City Plaza, Yuma, Arizona 85364-1436 or email Payables@YumaAz.gov to as indicated in the solicitation. Invoices must show:

1) **City Contract (RFQ) Number: RFQ-25-293**
2) Complete descriptions of the goods or services furnished
3) Quantity of each item
4) Unit prices, extensions and all applicable taxes
5) Labor hours and materials broken down (no lump sum)
6) Name of department/division who requested services
7) In addition, the invoice should include the vendor's invoice number and contact information
8) City Staff person's name that placed the order

Note: Invoices for work performed during the month of June must be received no later than the end of the first week in July, for City of Yuma fiscal year end closing purposes.

#	MID Name	Service	Acres	FY2026 Estimate
1	Bienestar 9A Ph 1	Full Landscape Maintenance	2.17	23,792
2	Bienestar 9A Ph 2	Full Landscape Maintenance	0.73	11,376
3	Bienestar 9B	Full Landscape Maintenance	3.02	48,972
4	Industrial Park - Sam Group	Full Landscape Maintenance	2.31	28,416
5	Santa Cecilia 1	Full Landscape Maintenance	0.91	16,516
6	Santa Cecilia 2	Full Landscape Maintenance	0.93	14,369
7	Santa Cecilia 3	Full Landscape Maintenance	1.96	13,808
8	Santa Cecilia 4	Full Landscape Maintenance	2.17	22,038
9	Belleza del Desierto Phase 1	Full Landscape Maintenance	1.42	11,096
10	Belleza del Desierto Phase 2	Full Landscape Maintenance	1.02	14,124
11	Bienestar 10 & Townhomes	Full Landscape Maintenance	3.01	20,240
12	Bienestar 11	Full Landscape Maintenance	1.26	14,027
13	Bienestar 12	Full Landscape Maintenance	2.55	30,432
14	Los Mezquites 1	Full Landscape Maintenance	2.55	31,635
15	Los Mezquites 2	Full Landscape Maintenance	2.11	33,411
16	Los Mezquites 3 & Townhomes	Full Landscape Maintenance	2.27	33,411
		Total	**30.39**	**$ 367,663**

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. I.**

Meeting Date: 10/22/2025

Department Head: Maria Angelica Roldan, Director of Parks & Recreation, Parks & Recreation Department

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase from Musco Sports Lighting, LLC Light-Structure System retrofit with Total Light Control using LED lights for the Joe Orduño Park, F1 sports field. **(Angelica Roldan, Director of Parks and Recreation)**

SUMMARY:

Joe Orduño Park is the most visited park by our community. Our softball fields are used year-round to host special events, such as the 4th of July Celebration, as well as annual leagues for baseball and softball. Due to its importance and constant usage, the Parks and Recreation Department looked for a light structure system retrofit ("relight structure system") with total light control. With Musco Sports Lighting, staff found a relight structure system would allow us to keep the existing light pole structures and upgrade the lights to LED. This lighting upgrade will be more cost-effective and help us save electricity when in use. This project will also upgrade the way that staff control the lights. This new lighting system features remote control capabilities that can be activated and deactivated from a cell phone or desktop via the Musco App. Musco will also provide 24/7 customer service with a live representative, in case staff have any questions or concerns. The Department has had good experiences with Musco Sports Lighting in the past. Another great perk of this relight structure is that we'd be able to do light shows. For example, when the City hosts the Baseball Exhibition games, staff will be able to create a light show to showcase when a home run is made. Our baseball field will have a lighting system similar to that of the Arizona Cardinals stadium! This is a lighting feature that no other park has in Yuma County.

Musco Sports Lighting provided staff with a quote in the amount of $343,225.00. This price includes all materials, installation, and sales tax. The Parks and Recreation Department has an available budget of $361,900.00 that was budgeted this fiscal year for the Joe Orduño Park Relight Structure System. This quote uses a cooperative agreement, allowed under the San Luis City Code - Purchasing Section 3.05.090 - Cooperative Purchasing. Staff would like to seek authorization from the City Council to move forward with the purchase and installation of the Relight Structure System for the Joe Orduño Park, F1 Sports Field.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF A RELIGHT STRUCTURE SYSTEM FOR JOE ORDUÑO PARK IN THE AMOUNT OF $343,225.00, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$343,225.00
BUDGETED AMOUNT:	$361,900.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	CAPITAL OUTLAY - EQUIPMENT - 100-999-90000 / $361,900.00

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

The purchase and installation of the relight structure system was contemplated when budgeting for the FY2026 CIP's for the Joe Orduño Park. This project was budgeted for FY2026 under the GL Account 100-999-90000 with an approved budget of $361,900.00. The quote was created under the Sourcewell Contract Number 041123-MSL, and has an expiration date of 06/16/2027.

Attachments

Musco Sports Lighting - Joe Orduno Park Light Structure System retrofit with Total Light Control

Musco Sourcewell Contract

Quote

Date: September 22, 2025

Project: Joe Orduno Baseball Retrofit
San Luis, AZ

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Joe Orduno Baseball Retrofit 50/30footcandles..... $343,225

Pricing includes all materials, installation, and sales tax.
Bonding and permitting not included.
Pricing furnished is effective until October 31, 2025 and is considered confidential.

Light-Structure System™ retrofit with Total Light Control – TLC for LED™ technology

System Description

- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired, aimed, and assembled crossarms and luminaires, including BallTracker® luminaires
- UL Listed assemblies

Guaranteed Lighting Performance

- Guaranteed light levels and uniformities per Musco's lighting design
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years on existing Musco structures
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Payment Terms

Musco's Credit Department will provide payment terms.

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Quote

Notes

Quote is based on:

- Voltage/Phasing per existing site.
- Structural code and wind speed = 2018 IBC, 105 mi/h, Exposure C, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any fees.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

John Abney
Sales Representative
Musco Sports Lighting, LLC
Phone: (623) 910-9316
E-mail: john.abney@musco.com

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Solicitation Number: RFP #041123

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier's attached response, the negotiated

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administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC

DocuSigned by:
By: James M. Hansen
05A9E224EF374DF...

James M. Hansen
Title: Secretary

Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...

Chad Coauette
Title: Executive Director/CEO

Date: 6/23/2023 | 2:44 PM CDT

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RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

Vendor Details

Company Name:	Musco Sports Lighting, LLC
Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
Contact:	Amanda Hudnut
Email:	musco.contracts@musco.com
Phone:	800-825-6030
Fax:	641-672-1996
HST#:	42-1511754

Submission Details

Created On:	Tuesday February 21, 2023 07:22:41
Submitted On:	Monday April 10, 2023 10:57:03
Submitted By:	Jim Hansen
Email:	jim.hansen@musco.com
Transaction #:	644e37be-1ebc-43b3-9b63-5a4fe7708b28
Submitter's IP Address:	216.248.100.66

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Musco Sports Lighting, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE # OA9T7 SAM # WJHFQRT17GC5	*
5	Proposer Physical Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577	*
6	Proposer website address (or addresses):	www.musco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Taylor Knoot Cooperative Contract Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Hailey Market Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1976, Musco Sports Lighting has specialized in the design of and manufacture of sports and transportation/infrastructure lighting solutions around the world. Musco's mission has been to provide sports field and transportation/infrastructure lighting solutions for public and private entities throughout the United States of America and internationally. Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games. Musco has been the industry leader in developing lighting solutions that provide high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry. Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with organizations such as National Recreation & Park Association, Little League Baseball and Softball, Major League Baseball, the United States Soccer Foundation and The Honey Bear Project (HBCU), to name a few. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco Sports Lighting, LLC has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive nightly testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Along with our Lighting Services and Control-Link Central™ Teams, we have a fully staffed group of internal experts including but not limited to Sales Representatives, Regional Sales Associates, Service Representatives, Part Representatives, Project Coordinators, Schedulers, and Engineers. We will ensure your project flows smoothly and you get the results you expect.	*
11	What are your company's expectations in the event of an award?	Musco has been a Sourcewell awarded vendor for going on 9 years. We look forward to continuing the growth and educating eligible members, current members and our Musco Sales Team Members on the benefits of Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letter from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.	*
13	What is your US market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 80% of the US market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Musco Sports Lighting, LLC is a manufacturer of sports and transportation/infrastructure lighting solutions. Musco has a sales force of over 100 dedicated Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America. These Team Members are employed by Musco.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. We comply with applicable federal, state, local and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information. As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificate for all subcontractors who work with us.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Musco Sports Lighting, LLC has not been the subject of any suspension or disbarments.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	During Musco's 46 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past. American Marketing Association Iowa Nova Award for Public Relations Best of Category for Field of Dreams with MLB (2022) Eric O'Brien Commercial Award (Mike Berry, MA) from The New England Park Association (2021) NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) Emmy® Award from the Academy of Television Arts & Sciences® for lighting ESPN's telecast for the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the Illuminating Engineering Society for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture of Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 41% of Musco's current national sales are to the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 52% of Musco's current national sales are to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperative and approximate sales for 2020, 2021, and 2022.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fairfax County Park Authority	Paul Shirey	703-324-8738	*
Denver Public Schools	Josh Griesbach	720-423-1913	*
University of Iowa	Laura Hawks	319-467-1626	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Education	Education	Florida - FL	Materials & install	Approx. $500K	Approx. $10.8M	*
Education	Education	Arizona - AZ	Materials	Approx. $750K	Approx. $6.8M	*
Government	Government	Florida - FL	Materials & install	Approx. $1.7M	Approx. $6.7M	*
Government	Government	Texas - TX	Materials & install	Approx. $900K	Approx. $6.3M	*
Education	Education	Texas - TX	Materials & install	Approx. $400K	Approx. $5.9M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Musco has a sales force of over 100 dedicated Sales Team Members throughout the United States & Canada. These Team Members are employed by Musco. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.	*
27	Dealer network or other distribution methods.	Musco Sports Lighting, LLC has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
28	Service force.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by our Musco employed Sales Team.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria during the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located off shores.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting, LLC has several brochures available to market our product to Sourcewell Members. A sampling of what we can supply is listed below, included in our catalog and attached. • World Class Leaders • We Make it Happen • Always Ready to Play brochure • Total Light Control – TLC for LED™ brochure • Retrofit Lighting Solutions brochure • Musco Control Solutions Musco Sports Lighting, LLC markets our products through tradeshows, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our Team, product, services and projects via our web site & social media accounts (Twitter, Facebook, Instagram, YouTube & LinkedIn). In addition, our Sales Team each have Twitter and/or LinkedIn that they post updates to on a regular basis.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco anticipates that Sourcewell would promote Musco's solutions and services via their web site, social media, tradeshows and publications. Our USA & Canada Sales Team will promote Sourcewell by informing qualified customers of this available resource for their use in purchasing Musco's solutions.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our solutions. During the sales process, Musco's Sales Team will provide education on sports lighting, Musco's products and services as well as applicable governing bodies standards. Once installation of the Musco lighting system is completed, Musco's Sales Team and/or Project Manager will complete an overview of the lighting system and complete final light level evaluations. They will then assist in arranging a more in-depth training with our Control-Link Central™ Team. Musco's Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training.	*
41	Describe any technological advances that your proposed products or services offer.	At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings. Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components. For over a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights. LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows). With the ever-evolving sports and recreation landscape Musco continues to push boundaries in the marketplace. The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood. With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs. Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25-year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems. Product: • Musco’s Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. Manufacturing: • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. Office: • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S. lighting marketplace, categories just don’t exist for this type of product. Musco has been the industry leader in developing lighting solutions that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco’s Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period. At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Musco shall monitor the performance of the lighting system on/off status, hours of usage, and luminaire outage. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians. To assist with the determination of repairs, Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality. The only requirement Musco has is the customer agrees to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric enclosure, which is located 10-12 feet above grade and is reachable by a ladder. Musco will replenish spare fuses as needed. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, and any associated rental equipment cost & disposal cost for the replaced equipment. Musco has a team of 170+ Team Members to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our warranty. Please check out this YouTube video showcasing our Support Services and Warranty. https://www.youtube.com/watch?v=oxH00ofzSJA. This link is also included on the uploaded “Musco Solutions and Testimonial videos” document that has been uploaded.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, but we do ask for expected usage hours to meet design criteria of the project.	*
48	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Musco’s Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Our Control-Link Central™ service center is staffed 24/7/365 with Musco employed trained operators (Team Members) who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer’s control systems are operating properly and field operations are constantly monitored. As we have heard several of our customers say, “Musco often is calling me to schedule a repair before I even know I had a problem.”	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of Musco sports lighting design, Musco will cover warranty service for those items.	*
51	What are your proposed exchange and return programs and policies?	Due to Musco’s lighting solutions being custom designed, engineered to order we do not have an exchange and return program. Any defective on arrival product or repairs are covered by Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*
52	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Musco's payment terms are Net 30. Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America. The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A know set expense can be budgeted annually, freeing you from budget uncertainties and lowering cash flow impact.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Due to Musco's custom designed, engineered to order solutions our documents are tailored to the project and customer needs. Please see attached sample quote and invoice.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Musco Sports Lighting, LLC currently does not accept P-card procurement cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2018, 110 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices for materials offered under this RFP is 5%. The attached price list already takes into account the 5% discount for the materials.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco Sports Lighting, LLC will work with the Sourcewell member regarding pricing and delivery of any open market, sourced and/or non-standard options which would be desired by the Sourcewell member. Musco and the Sourcewell member will agree upon a desired outcome and reflect this in the customer quote for use in issuing a purchase order.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regard to Alaska, Hawaii, Canada, or any offshore delivery.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a Musco Solution, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. • Sales Administrator pulls monthly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Cooperative Contract Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 0.75% administrative fee calculated as a percentage of the customer contract sales price.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program. SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program,	

		contingent upon Musco's inspection and approval of existing structure and electrical wiring. Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data. Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effect lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows. Show-Light® entertainment services can also tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. Musco is not responsible for obtaining rights to or any cost associated with music licenses. Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirt of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage. MuscoVision® video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision® video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest! Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria of the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents. Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest. Below is a list of keywords that best describe Musco's product and services. sports lighting, lighting, Musco, Musco Lighting, LED, lamp, football lighting, baseball lighting, field lighting, LED lighting, fixtures, flood lighting, flood light, parking lighting, softball lighting, light poles, light pole, soccer lighting, tennis lighting, aviation lighting, port lighting, temporary lighting, basketball lighting, arena lighting, apron lighting, rail lighting, automated broadcasting, light show, futsal, MUGA, camera, video, AV, entertainment, DMX	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering indoor, outdoor, fixed, or portable sports related lighting solutions within our proposal.	*
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above within our proposal.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	On-field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off-site – Musco strives to achieve candela equal to or less than 7,500 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.	*
74	Describe the average life span of your sports lighting system.	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.	

75	Discuss your proposed product line in terms of sustainability and recycling.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. The reduction of waste and emissions, to an absolute minimum, is our policy. We will minimize the emissions to air, water, and land through programs to reduce pollution prevention at its source and will conserve energy through the use of our energy efficient lighting systems. Musco will work closely with suppliers and licensees who are positioned to deliver outstanding value, and who share our vision of placing high priority on environmental, social and ethical issues when procuring products and services. In the process, we will achieve costs savings, enhanced energy efficiency, improved quality, and a healthy workplace for our team members. To accomplish this program, the following guidelines are established: Recycle • Musco is committed to identifying and implementing pollution prevention opportunities by communicating sustainable practices, and encouraging involvement, to all team members. • Musco utilizes a nationwide recycling program. During the spot maintenance and complete system relamping, all the lamps are recycled through a recycling service where both the mercury and glass are salvaged. Musco developed reusable packaging that is used to move its reflectors from original fabrication through the complete manufacturing process. • Musco aims to reduce, reuse and recycle whenever possible from the production process to the customer. Musco's on-site waste management includes recycling plant scrap, and wooden skids, along with paper and packaging materials. Packaging product utilized with Musco's Light-Structure System™ contains between 30 to 50 percent recycled material, depending on the type of packaging. • Electronic components that are not re-usable due to equipment failure, or are below minimum requirements, are recycled through an E-Waste Facility, including: laptops, desktops, servers, network devices, computer screens, televisions, keyboard, computer mouse, and printers. Conserve • Musco reuses water during the manufacturing process and conserves water when applicable. We utilize geothermal heating and air conditioning, which minimizes electricity consumption. Our operations also have automatic toilets and faucets to maximize water usage. • Musco conserves energy and reduces light pollution through our permanent and temporary LED light sources that are 30 to 80 percent more energy efficient than traditional lighting equipment. • Musco's Control-Link® system provides instant light automation, allowing customers to schedule our light systems that help maximize energy efficiency. • Preventing pollution by eliminating or reducing the use of hazardous substances, and reducing greenhouse gas emissions, is a first priority. • Technologies or methods which utilize non-hazardous materials and source reduction approaches will be given top priority in addressing all environmental issues. • Musco demonstrates corporate citizenship by following all federal, state, and international environmental regulations. • We promote cooperation between industry, government and the public for the shared goal of pollution prevention at the source, as well as continuing sustainable practices throughout all of our operations worldwide. • As part of our commitment towards social responsibility, we will create job opportunities and training for the local workforce. • Our team strives to create responsible sustainability standards that translate into generating a positive and lasting change in every community that we encounter. In addition to the above, Musco's LED fixtures are RoHS compliant. RoHS is a European Union Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Musco Sourcewell 041123 Pricing September 2022.pdf - Wednesday March 15, 2023 15:12:16
- Financial Strength and Stability - Financial Strength and Stability.zip - Wednesday March 15, 2023 15:12:27
- Marketing Plan/Samples - Marketing Plan Samples.zip - Wednesday March 15, 2023 15:12:40
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Wednesday March 15, 2023 15:13:04
- Standard Transaction Document Samples - Document Samples.zip - Wednesday March 15, 2023 15:13:17
- Upload Additional Document - Company and Product Information.zip - Wednesday March 15, 2023 15:13:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Hansen, Secretary, Musco Sports Lighting, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	☑	1

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **7. J.**

Meeting Date: 10/22/2025

Department Head: Maria Angelica Roldan, Director of Parks & Recreation, Parks & Recreation Department

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

Action Requested: Motion
Public Hearing

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of a Special Event Liquor License Application to the Arizona Department of Liquor Licenses and Control to authorize the San Luis FRONTERA Rotary Club to sell alcohol at the Asado and Brew Festival - A Founders Day Celebration on Saturday, November 22, 2025. **(Marcos Ramirez, San Luis Frontera Rotary Club)**

A. Staff and/or Applicant presentation
B. Open Public Hearing
C. Call to the public on this item
D. Close Public Hearing
E. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control

SUMMARY:

The San Luis FRONTERA Rotary Club wishes to sell alcohol at the Asado and Brew Festival - A Founders Day Celebration on Saturday, November 22, 2025, from 12:00 p.m. to 12:00 a.m. at the San Luis Joe Orduño Park.

RECOMMENDATION / SUGGESTED MOTION:

A. STAFF AND/OR APPLICANT PRESENTATION
B. MAYOR NIEVES RIEDEL TO OPEN THE PUBLIC HEARING
C. MAYOR NIEVES RIEDEL TO CALL THE PUBLIC ON THIS ITEM
D. MAYOR NIEVES RIEDEL TO CLOSE THE PUBLIC HEARING
E. I MOVE TO RECOMMEND APPROVAL TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR THE SPECIAL EVENT LIQUOR LICENSE APPLICATION FOR THE SAN LUIS FRONTERA ROTARY CLUB, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NO
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A

AVAILABLE AMOUNT TO TRANSFER: N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: N/A

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

There is no associated fiscal impact with this item.

Attachments

Special Event Liquor License Application - Asado & Brew Festival

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Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY
Job #:
Date Accepted:
LC:
License #:

SPECIAL EVENT LICENSE

APPLICATION FEE $25.00 PER DAY

MUST be submitted to the Department of Liquor 10 days prior to the event.

SECTION 1

Name of Non-Profit Organization, Candidate or Political Party: SAN LUIS FRONTERA ROTARY CLUB

If the event will be held on an unlicensed premises, it MUST be approved and signed by the Local Governing Body Before submitting to the Arizona Department of Liquor.

LOCAL GOVERNING BODY

Date Received: _____

I, _____ _____ ☐ APPROVAL ☐ DISAPPROVAL
Government Official — Title

On behalf of _____ _____ _____
City, Town, County — Signature — Date

SECTION 2

Will the event be at a location with a current liquor license and within the approved and licensed area?

☐ Yes ☑ No

If yes, MUST attach a letter of explanation/permission from the licensed location and choose ONE option below.

Name of Licensed Location _____ **Liquor License Number** _____

☐ Suspend license for the duration of the Special Event; Licensee selling all alcohol without retailer involvement.

☐ Dispense and serve all spirituous liquors under retailer's license – Business operates normally, minimum of 25% of gross revenue from alcohol sales will be donated to licensee.

☐ Dispense and serve all spirituous liquors under special event - The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be kept separate from any alcohol used during the special event.

☐ Split premises between special event and licensed location - Both the special event licensee and the licensed location will conduct sales of alcohol. (These sales must be done in separate areas. If alcohol is donated or purchased by the special event licensee, it must be in a separate area from the alcohol that is dispensed by the licensed location.)

☐ **Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions** – Retailer will be permitted to conduct all normal sales and service of alcohol.

SECTION 3

Applicant MUST be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: RAMIREZ (Last) MARCOS (First) (Middle)
2. Applicant's mailing address: PO BOX 13926 (Street) SAN LUIS (City) ARIZONA (State) 85349 (Zip)
3. Applicants home/cell phone: 928-285-3532 Non-profit organization phone: _____
4. Applicant's email address: MARCOSRAMIREZ5550@GMAIL.COM
5. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
   ☐ **Yes (if yes, attach letter of explanation)** ☑ **No**
6. Name of non-profit organization: SAN LUIS FRONTERA ROTARY CLUB
7. Non-Profit/IRS Tax Exempt Number: 86-0734186 **Required** Arizona Corporation Commission File #: 23077310 **Required**
8. If Out Of State, specify State **(Attach letter of good standing)**: _____
9. Special Event Name: ASADO AND BREW FESTIVAL
10. Event Location Name: JOE ORDUNO PARK
11. Event Address: 965 PARK AVENUE, SAN LUIS, ARIZONA 85349

SECTION 4

Must list type of security and control measures will you take to prevent violations of liquor laws at this event.

2 Number of Police 3 Number of Security Personnel ☑ Fencing ☑ Barriers

Must explain security measures: SECURITY WILL BE AT ENTRANCES. FENCING WILL BE AT ENTIRE EVENT. THEY WILL BE CHECKING ID'S

1. How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?
   Check **one** of the following boxes. (R-19-318)

   ☑ **On-site consumption** ☐ **Off-site (auction/wine/distilled spirits pull)** ☐ **Both**

2. How many special event days have already been issued to this organization during the current year? 3

Licensed location diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense, or serve alcoholic beverages under the provisions of your license.

Must attach a diagram of your special event showing the area where alcohol will be sold, served, and consumed. *Must include dimensions of event area, fencing, barricades, or other control measures, and positions of security personnel.*

ATTACH DIAGRAM

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN SEALED CONTAINERS FOR AN AUCTION OR WINE/DISTILLED SPIRITS PULL, OR THE SPECIAL EVENT LICENSE IS STACKED WITH A WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

Park Ave
SLPD
Security
fencing
fencing
Beer Booth
fencing
Event Entrance
Music Stage
US HIGHWAY 95—Main Street

SECTION 5

Dates and Hours of Event - Days must be consecutive and may not exceed 10 days per year.

DAYS	DATE	DAY OF WEEK	EVENT START TIME AM/PM	EVENT END TIME AM/PM
DAY 1	11/22/2025	SATURDAY	12:00 PM	12:00 AM
DAY 2				
DAY 3				
DAY 4				
DAY 5				
DAY 6				
DAY 7				
DAY 8				
DAY 9				
DAY 10				

SECTION 6

3. **Is the Organization using the services of a DLLC approved Special Event Contractor from the list on our website?**

☐ **Yes** ☑ **No** If yes, please provide the Name of the Special Event Contractor: _____

Special Event Contractor Signature: _____

4. Is the organization using the services of a series **6, 7, 11**, or **12** licensee to manage the sale or service of alcohol? (Licensees who hold a series **6, 7, 11,** or **12** license are automatically qualified to be a special event contractor)

☐ **Yes** ☑ **No** if yes, Name of Licensee: _____ Liquor License #: _____

1. List the name of the Organization/individual that will receive revenues:
MUST EQUAL 100 PERCENT, APPLYING NON-PROFIT MUST RECEIVE A MINIMUM OF 25% OF THE PROCEEDS.

2. Name: SAN LUIS FRONTERA ROTARY CLUB Percentage: 100%

Address: PO BOX 13926 (Street) SAN LUIS (City) ARIZONA (State) 85349 (Zip)

Name: _____ Percentage: _____

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Please read A.R.S. § 4-203.02 and R19-1-205 Special event license rules and Requirements.

Declaration:

I, (Print Name) MARCOS RAMIREZ, declare under penalty of perjury that I am authorized to submit this application. I have read the contents and to the best of my knowledge believe all statements made on this application to be true, correct, and complete.

Signature: _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sara Humphries / Macy Gorrell	
Hylant Group Inc. 811 Madison Ave. Toledo, OH 43604	PHONE (A/C, No, Ext): (419) 259-2710	FAX (A/C, No): (419) 255-7557
	E-MAIL ADDRESS: Rotary@hylant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Westchester Surplus Lines Ins	10172
INSURED All Active U.S. Rotary Clubs & Districts San Luis Frontera Rotary, District 5500 ATTN: Risk Management Dept. 1560 Sherman Avenue Evanston, IL 60201	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		G73578917 004	7/1/2025	7/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Liquor Liability						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X		G73578917 004	7/1/2025	7/1/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

City of San Luis
Joe Orduno Park
965 Park Avenue, San Luis, Arizona 85349
Asado and Brew Festival held in San Luis, Arizona on 11/22/2025. We will be selling alcohol.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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Form **990-N**

Electronic Notice (e-Postcard)

OMB No. 1545-2085

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2024

Open to Public Inspection

A For the **2024** Calendar year, or tax year beginning **2024-07-01** and ending **2025-06-30**

B Check if available

- ☐ **Terminated for Business**
- ☑ **Gross receipts are normally $50,000 or less**

C Name of Organization: **SAN LUIS FRONTERA ROTARY CLUB**
PO Box 13926, San Luis, AZ, US, 85349

D Employee Identification Number **86-0734186**

E Website:

F Name of Principal Officer: **Martha Huizar**
16752 S Avenue 2 East, Yuma, AZ, US, 85365

Information Copy. Do not send to IRS

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

Arizona Corporation Commission - RECEIVED: 4/2/2025
Arizona Corporation Commission - FILED: 4/2/2025

25040214405572

2025 ANNUAL REPORT

ENTITY INFORMATION

ENTITY NAME: SAN LUIS FRONTERA ROTARY CLUB, INC.
ENTITY ID: 23077310
ENTITY TYPE: Domestic Nonprofit Corporation
CHARACTER OF BUSINESS: Any legal purpose
AUTHORIZED SHARES:
ISSUED SHARES:

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: BENESCH, SHADLE & WHITE, PLC
PHYSICAL ADDRESS: 833 E. PLAZA CIRCLE STE 100, YUMA, AZ 85365
MAILING ADDRESS:

KNOWN PLACE OF BUSINESS

412 HENRY CHAVEZ CT., SAN LUIS, AZ 85349

PRINCIPAL OFFICE ADDRESS

PRINCIPAL INFORMATION

Director: Juan Manuel Guerrero - PO Box 3960, SOMERTON, AZ, 85350, USA - - Date of Taking Office: 06/30/2022

Incorporator: MARIO SIXTO JAUREGUI - 412 HENRY CHAVEZ CT., P.O. BOX 159, SAN LUIS, AZ, 85349, USA - - Date of Taking Office:

President: Juan Manuel Guerrero - PO Box 3960, SOMERTON, AZ, 85350, USA - - Date of Taking Office: 06/30/2022

Secretary: Marcos Ramirez - 269 E. Aquila St., SAN LUIS, AZ, 85349, USA - - Date of Taking Office: 07/01/2021

Treasurer: Georgina Gonzalez - 1385 E. San Pedro St., SAN LUIS, AZ, 85349, USA - - Date of Taking Office: 07/01/2021

SIGNATURE

Secretary: Marcos Ramirez - 04/02/2025