



## NOTICE OF SPECIAL COUNCIL MEETING

In accordance with § 38-431.01 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 Special City Council meeting at 6:00 p.m., Wednesday, November 19, 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 recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording 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 ESPECIAL

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Especial a las 6:00 p.m., el día Miercoles, 19 de Noviembre 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, Actuaría de la Ciudad



**AGENDA**  
**Special Meeting**  
**San Luis City Council**  
**Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**November 19, 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. **PROCLAMATION/PRESENTATIONS**

5. A. Proclamation on 31st Annual Dia Del Campesino December 5, 2025

5. B. Presentation of the Arizona Association for Economic Development (AAED)'s 2025 Golden Prospector Award for the City of San Luis. **(Armando Esparza, Director of Economic Development)**

5. C. Presentation and recognition of the 2025 - 3rd Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Enrique Lopez, ERAP Chair)**

5. D. Recognition to Mr. Damian Noriega for his trajectory in the City of San Luis Parks and Recreation Department. **(Angelica Roldan, Director of Parks and Recreation)**

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 October 22, 2025

6. B. **DISBURSEMENTS**

**From November 5, 2025, to November 11, 2025**

**Total \$717,687.60**

(Seven Hundred Seventeen Thousand, Six Hundred Eighty-Seven Dollars and Sixty Cents)

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

7. A. Discussion and possible action on any and all matters regarding the engagement of engineering services with Core Engineering Group, PLLC, for the design of 6th Avenue from Union Street to County 22nd Street. **(Tomas Sanchez, City Engineer)**

7. B. Discussion and possible action on any and all matters regarding a settlement agreement with Spartan Truck Company, Inc., regarding an inoperable solid waste truck. **(Eulogio Vera, Public Works Director)**

7. C. Discussion and possible action on any and all matters regarding the B Street and Main Street Traffic Signal Equipment Purchase and Installation. **(Manuel Hernandez, Assistant Director of Public Works)**
7. D. Discussion and possible action on any and all matters regarding the City of San Luis accepting the proposed change order No. 2 from Pacific Advanced Civil Engineering, Inc. (PACE) pertaining to the design of the West Wastewater Treatment Plant Expansion. **(Jorge Perez, Assistant Director of Public Works)**
7. E. Discussion and possible action on any and all matters regarding Resolution No. 2385. A Resolution of the Mayor and Council of the City of San Luis, Arizona, declaring and adopting the results of the Special Election held November 4, 2025, in the City of San Luis, Arizona. **(Sonia Cornelio, City Clerk)**
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

## Special City Council Meeting

5. A.

Meeting Date: 11/19/2025

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Title:

Proclamation on 31st Annual Dia Del Campesino December 5, 2025

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### Attachments

Proclamation

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OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

# *Proclamation*

**31<sup>st</sup> ANNUAL DIA DEL CAMPESINO  
(ANNUAL FARM WORKERS' DAY)  
December 5, 2025**

**WHEREAS**, agricultural workers are deemed an essential workforce in the United States; and

**WHEREAS**, the economic contribution made by farm workers to our local Yuma County economy is highly significant and critical to the overall well-being of our residents; and

**WHEREAS**, farm worker families' contributions are honored annually through an Annual Día Del Campesino Health and Information Fair in the City of San Luis, Arizona; and

**WHEREAS**, the Annual Dia Del Campesino Health and Information Fair acknowledge the need to provide information, health and social services to the farm worker population in the border communities of Yuma County, Arizona; and

**WHEREAS**, Campesinos Sin Fronteras and the Farm Worker Service Coalition acknowledge that health risks, including heat-related illnesses, respiratory conditions, chronic diseases, exposure to pesticides, and emerging diseases, continue to be a human threat to our essential farm workers, for whom we aim to serve and provide much-needed health and human resources; and

**WHEREAS**, Campesinos Sin Fronteras and the Farm Worker Service Coalition have partnered in taking the lead in serving the farm workers in Yuma County for more than 30 years.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim December 5, 2025, as the "**31<sup>st</sup> Annual Día Del Campesino (Farm Workers' Day)**", in San Luis, Arizona.

**DATED** this 19<sup>th</sup> day of November 2025.

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Nieves Riedel, Mayor

**ATTEST:**

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Sonia Cornelio, City Clerk



# PRESENTATION

## Special City Council Meeting

5. B.

Meeting Date: 11/19/2025

Submitted By: Armando Esparza, Economic Development

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### Presentation Topic/Summary:

Presentation of the Arizona Association for Economic Development (AAED)'s 2025 Golden Prospector Award for the City of San Luis. **(Armando Esparza, Director of Economic Development)**

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# PRESENTATION

## Special City Council Meeting

5. C.

Meeting Date: 11/19/2025

Submitted By: Crystal Ochoa, Parks & Recreation Department

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### Presentation Topic/Summary:

Presentation and recognition of the 2025 - 3rd Quarter Awardees by the Employee Recognition and Awards Program (ERAP) for their outstanding work with the City of San Luis. **(Enrique Lopez, ERAP Chair)**

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### Attachments

ERAP 3rd Quarter - Achievement Award

ERAP 3rd Quarter - Award of Excellence

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# ACHIEVEMENT AWARD



Honoring your exceptional effort and commitment to successfully completing important projects that contribute to our organization's growth and community impact. Your dedication makes a difference.

## 3rd Quarter Winner

# Alan Guevara

# AWARD OF EXCELLENCE



We are delighted to acknowledge employees whose dedication, integrity, and performance exemplify workplace excellence. Your commitment makes a meaningful impact on your team, goals, and those we serve. Thank you for setting a high standard and being a valued part of our organization!

## 3rd Quarter Winner

# Human Resources Department



# PRESENTATION

## Special City Council Meeting

5. D.

Meeting Date: 11/19/2025

Submitted By: Crystal Ochoa, Parks & Recreation Department

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Presentation Topic/Summary:

Recognition to Mr. Damian Noriega for his trajectory in the City of San Luis Parks and Recreation Department. **(Angelica Roldan, Director of Parks and Recreation)**

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## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

6. A.

Meeting Date: 11/19/2025

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Summary

#### **MINUTES OF**

- Regular Council meeting held October 22, 2025

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Attachments

10/22/2025 RCM

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**MINUTES**  
**Regular Council Meeting**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**October 22, 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 (left at approximately 6:48 p.m. due to a family emergency)  
Council Member Luis E. Cabrera  
Council Member Maria Cecilia Cruz  
Vice Mayor Tadeo Azael De La Hoya  
Council Member Esteban C. Rosales  
Council Member Lizeth Servin  
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  
Alan Guevara, Police Lieutenant  
Alvaro Escalante, Parks Grounds Manager  
Angel Ramirez, Fire Chief  
Angelica Roldan, Director of Parks & Recreation  
Antonio Maldonado, Multimedia Production & Operations Specialist  
Claudia Montoya, Acting Assistant Director of Parks & Recreation  
Damian Miller, Police Lieutenant  
Eulogio Vera, Director of Public Works  
Fernando Corona, Information Technology Manager  
Francia Alonso, Public Information Officer  
Jorge Perez, Assistant Director of Public Works  
Manuel Hernandez, Assistant Director of Public Works  
Maria Barajas, Human Resources Manager  
Maria Sabori, Risk Manager  
Miguel Ramirez, Finance Accounting Manager  
Nigel Reynoso, Police Chief  
Roula Encinas, Director of Finance  
Tomas Sanchez, City Engineer  
Victor De La Torre, Safety Officer  
Yigal Duarte, Economic Development Assistant  
Brian De La Hoya, Resident  
Christian Cuevas, Meeting Interpreter

Fabher Sanchez, Resident  
Guillermina Fuentes, Resident  
Jahaziel Vargas, Resident  
Manuel Rojas, Resident  
Maria Gonzalez, Resident  
Maria Robles, Resident  
Mark Concha Jr., Resident  
Perla De La Hoya, Resident

## **2. PLEDGE OF ALLEGIANCE**

Vice Mayor Tadeo Azael De La Hoya led the Pledge of Allegiance.

## **3. INVOCATION**

The invocation was performed by Ms. Elida Valenzuela – Police Chaplain.

## **4. CALL TO THE PUBLIC**

Mr. Antonio Ramirez, Political and Policy Director for Rural Arizona Action, stated that Proposition No. 434 is harmful to San Luis, as representation matters and paying elected officials a living wage is crucial for a functioning democracy. Elections are how one holds elected officials accountable. How can one expect elected officials to make informed decisions about critical issues like water security, transportation, land use and public safety if they cannot afford to put food on the table for their families? The \$10,800.00 that Council Members make is not a living wage. That is a barrier for a broader, more diverse field of candidates. If Proposition No. 434 passes, it would obliterate the salaries for the Mayor and Council. That is damaging to democracy because it exacerbates a system in which only the wealthy can afford to run for office. He added that last June, the Mayor and City Council passed a \$122 million budget. Decisions like that demand full and undivided attention. If Council Members are required to work full-time, they will have less time for these important decisions. He implored the constituents of San Luis to think of Proposition No. 434 not as the pay for the representation they have, but as the pay for the representation that they want. He asked the electors to vote no on Proposition No. 434.

Mr. Brian De La Hoya, 1387 La Madera Drive, San Luis, AZ, stated that on November 4, 2025, a crucial election will take place, for which everyone is informed. It will be about Proposition No. 434, and some are in favor and others are against it. The objective of this proposal is to eliminate salaries and per diem for the Mayor and Council Members. This poses a threat to democracy, as it prevents hardworking council members from representing San Luis, Arizona. He disagrees and he is not the only one who opposes it. He provided an estimate of how much is needed for a trip to Washington for four (4) days, assuming the proposition passes, which would be approximately \$2,870.00 and asked the Mayor and City Council if they were willing to pay that amount.

## **5. PROCLAMATIONS/PRESENTATION**

- 5. A. Proclamation - 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**

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

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

Mr. Nigel Reynoso, Chief of Police, presented the two (2) new sergeants, both with over ten (10) years' experience, Sergeants Ernesto Cardenas and Emmanuel Aldama.

## **6. CONSENT AGENDA**

### **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)**

**MOTION:** Vice Mayor Tadeo Azael De La Hoya/Council Member Javier Vargas 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
Council Member Javier Vargas	Aye
Mayor Nieves Riedel	Aye

## **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)**

Mayor Nieves Riedel stated that this is for the Christmas party that has been a tradition for years. The City Council was aware that a list of events would be eliminated due to a lack of funds. From the beginning, it did not seem right. Council Member Esteban C. Rosales brought this event to her attention and asked that this item to be placed on the agenda, along with the following item, the Christmas Light Parade, for consideration. She added that each Council Member represents one (1) vote, and she does not have the power to do so, nor does anybody else. The majority of votes are needed to pass things. City employees work very hard and have been asked to sacrifice events or programs to keep the city moving forward. She asked the City Administrator and Ms. Roula Encinas, Director of Finance, where the city could identify funds to proceed with the employee recognition event and the Christmas Light Parade. There was a suggestion of extra funds in the budget for the Mayor and the City Council that potentially could be used if the City Council agreed to these events. She understands that when the events were removed, it was not done because the City Council did not want them, but because when it is time to make sacrifices and choose, they have to be responsible.

Council Member Lizeth Servin commented that, historically, when a department needs financial support to cover an unexpected circumstance, project, or program, it has come to the City Council and requested financial support through the contingency account. She added that the employee recognition event is under the Human Resources Department and the Mayor is now requesting support for this event and not the Human Resources Department. She wanted to know what motivated the Mayor to request the funding from the City Council's salary, travel and conferences, when the Mayor knows there is a contingency fund. The Mayor intentionally added the other accounts so that the community could see them. She said that the contingency fund is there for a reason, but decided to use the different accounts, as currently, there is an initiative against the City Council regarding their benefits and salaries.

Mayor Nieves Riedel responded that she had asked the City Administrator and the Finance Department, and they provided options; it was not her idea.

Ms. Jenny Torres, Acting City Manager, stated that staff studied the expense budget performance report and all the accounts. The bigger budget item was the contractual services, but it is all committed to other services. Therefore, some of the funding that becomes available is the contingency, which is usually used for projects. The different accounts were brought up as a suggestion, but it is up to the City Council to decide.

Council Member Luis E. Cabrera commented that he was surprised to see the items on the agenda and thanked the Mayor for including them, as he believes the hard work of employees should be recognized and celebrated. He witnessed last year the Human Resources Department doing a phenomenal job in organizing the event, as well as seeing that there were over five (5) tables empty due to employees and members of the City Council reserving and not attending. When an event is planned for over 300 people and only 140 people show up, that is a disappointment. He expects that if people reserve, they will be there, as there is meaningful work put behind. Additionally, he stated that to add to Council Member Lizeth Servin's comments, he was surprised to see the accounts used for the items and contacted Ms. Torres to inquire about what she claimed was a directive from the Mayor. He does not know who the liar is, if it is the Mayor or the Acting City Manager, but he did question that action, as the funds are always obtained from the Council Contingency account. He was surprised to see the four (4) line items and does not mind if the funds come from any of those four (4) accounts; he is ok with it and agreed to move forward with the recognition of employees.

Council Member Maria Cecilia Cruz commented that she knows that it takes a lot of time to prepare an event, and it is a lot of added stress to have staff rushed and try to organize two (2) major events; she does not think it is right. She disagrees with using the contingency funds to support the events, as that money should be reserved for a department that needs the funds for a specific project. She appreciates every employee; however, this event was removed from the budget so that the city could save money, as some people claim that the city is wasteful. This approach of placing items on the agenda after removing them from the budget is inconsistent. Additionally, using the four (4) line items for funding has nothing to do with it; somebody wants to put the City Council to shame, but she feels no shame because she works and represents the city with dignity and respect.

Council Member Javier Vargas asked if this item is approved, can the motion be made very clear which account will be used to fund the event? He does not see the necessity of disclosing all those amounts to the public, especially if there is a contingency fund.

Ms. Torres stated that yes, the current motion is to approve adding employee recognition and to approve a budget transfer of \$35,000.00 from the Council.

Ms. Kay Macuil, City Attorney, added that the City Council can allocate funds from any budget it wants.

Council Member Lizeth Servin stated she would like to hear from Ms. Adela Cortez, Director of Human Resources. She added that she supports the city employees.

Ms. Cortez said that her department can organize the event, as there are a couple of weeks left, if that is the decision reached by the City Council.

Ms. Torres stated that Ms. Cortez begins planning this event in June, and it takes her months to organize the event. Can she get it done? Of course, she can, but it adds a lot of stress to her, as she is currently understaffed and trying to fill 34 positions. If the City Council decides to approve the event, it will be planned and executed. She pointed out another potential inconvenience: employees might not be able to attend the event, not because they do not want to, but because they have already made other plans.

**MOTION:** Vice Mayor Tadeo Azael De La Hoya/Council Member Javier Vargas to approve adding the employee recognition event and approve a budget transfer of \$35,000.00 from the City Council Contingency budget to the Human Resources budget, and to give the lead way to staff to decide whether they can put it on or not. If they get quotes or is unable to put it together, that is ok, and to further instruct staff to look into a one-time COLA adjustment for December or January, if possible, to study the matter, not do it. The motion passed with five (5) Aye votes and two (2) Nay votes by Council Members Maria Cecilia Cruz and Council Member Lizeth Servin.

Council Member Lizeth Servin explained her vote by stating that she supports all city employees 150%, but does not think it is fair that Mayor Nieves Riedel is doing this to the Human Resources Department. It is just a reaction of hers because the City Council asked her to bring back the parade, and she initially said no, then changed her mind and came up with this. The Mayor is using this as a political strategy for the initiative underway. She wanted to let employees know that they will find a way to compensate them in the near future, whether it is with a bonus or a stipend. At the moment, the Human Resources Department will be in a challenging position to put this event together, and if by any way, means, or form they are not able to put it together, it is just the way it is coming up, to prove a point from the Mayor, it is not right, therefore her vote is no.

The vote was as follows:

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

**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)**

Ms. Jenny Torres, Acting City Manager, explained that, as indicated in the previous item, this is one of the events that was removed from the budget.

It was requested to be placed on the agenda based on the calculations submitted in the budget, which indicated that staff would require a transfer of \$12,000.00 for event planning and \$4,000.00 for staff overtime. Staff has contacted the school district and other participants to make sure they will be able to participate. The tentative date for the parade is either December 4 or 11.

Council Member Luis E. Cabrera commented that he had requested this item be added to the agenda, which was initially denied but later approved. He spoke to Ms. Esparza, Gadsden School District Superintendent, about their participation and she was very happy, because the district was saddened to hear that the parade had been removed from the Parks & Recreation events. This is an event that brings the community together and the kids deserve to have that joy.

Mayor Nieves Riedel clarified that the only person who asked her to place this item on the agenda was Council Member Esteban C. Rosales and told him it was a great idea.

Council Member Esteban C. Rosales commented that it was a collaboration with the rest of the City Council.

Council Member Lizeth Servin commented that she wanted to be transparent because when Council Member Esteban C. Rosales asked the Mayor to place this item on the agenda, she had initially said no and refused to add it. Then she came back and said yes. She added that they had done their due diligence and listened to the community, including schools, local businesses, community leaders, and various organizations. They agreed to pitch in and help to put this event together. This is not something driven by ego to prove a point, but rather because the community is requesting it. The Mayor placed the line items for the funding in the item because she has the authority and asked the Mayor not to blame staff, because she is the one who controls the agenda, she asked the Mayor to stop directing the Acting City Manager to give an explanation when the Mayor knows perfectly well that she directed the Acting City Manager to add those items to the agenda when the Mayor knows she has an initiative going on against the City Council that she openly supports.

Mayor Nieves Riedel asked Ms. Torres and Ms. Roula Encinas, Director of Finance, if they were asked to use those account line items.

Ms. Encinas stated that staff has a budget performance report and were looking for the available budget with large amounts; therefore, those are the accounts for which there is available budget to transfer from.

Vice Mayor Tadeo Azael De La Hoya commented that these two (2) items should serve as a teaching lesson as the City Council approves the budget. This is one of the many reasons why he voted against the budget initially when it was first approved. Next year, they need to conduct their due diligence and improve without pointing fingers at the City Council, staff, community, or anyone else.

Council Member Maria Cecilia Cruz noted that this item was also removed from the budget to try to save money, and it is not just about the businesses, but also other organizations, such as APS, which participate. With short notice, they are likely already booked for another event. She loves it and engages because it is Jesus' birthday; she does not do it because of the Christmas tree lights. Adding the other accounts was unnecessary, as the budget had already been created and should be followed.

Council Member Luis E. Cabrera mentioned that he understands where Council Member Maria Cecilia Cruz is coming from, but the budget is not set in stone. The budget has the flexibility to reallocate funds and has been done in the past when departments require additional money for unexpected expenses. He would rather not travel and have this light parade for the community; he does not mind where the money comes from for this event. He assured that he prefers his money to be used on a parade rather than on a trip approved by the Mayor to Mexicali, Baja California, for an overnight stay for the Vice Mayor and Council Member Javier Vargas to attend a baseball game. The light parade is more important to him because it serves the community, not taking a picture with the Nidos de Las Aguilas for the Mayor's game. A responsibility that the Mayor had to do, and she delegated it to two (2) Council Members. If they, as Council Members, cannot do what they were elected to do, then what are they doing there? He asked to be transparent for the community and be there for them.

**MOTION:** Vice Mayor Tadeo Azael De La Hoya/Council Member Javier Vargas to approve adding the December 2025 Holiday Light Parade and approve a budget transfer of \$16,000.00 from the Council Contingency budget to the Parks budget. The motion passed with six (6) Aye votes and one (1) Nay vote by Council Member Maria Cecilia Cruz.

The vote was as follows:

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

Mayor Nieves Riedel left the meeting at approximately 6:48 p.m. due to a family emergency. Vice Mayor Tadeo Azael De La Hoya presided over the meeting.

**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)**

Mr. Alan Guevara, Police Lieutenant, stated that the San Luis Police Department is seeking approval to use funding to purchase routers, antennas and installation from Code 3 Technology. The CradlePoint routers and antennas will provide high-speed cellular and Wi-Fi connectivity for their mobile data computers, MDCs and other electronics. These will be installed in the department's vehicles that are equipped with MDCs computers. Code 3 Technology has provided a quote of \$54,523.62, including tax. Two (2) other quotes have also been obtained from Onpoint Upfitters for \$57,194.00, and from PCS for \$69,390.16. 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, including vehicle antennas, from the Arizona Department of Military Affairs. 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.

Council Member Maria Cecilia Cruz commented that this demonstrates the city's occasional financial constraints, but due to the staff's diligence in seeking grants, it is possible to overcome these challenges.

**MOTION:** Council Member Javier Vargas/Council Member Esteban C. Rosales to approve the purchase of routers and antennas for the Police Department 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
Council Member Javier Vargas	Aye

**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)**

Mr. Angel Ramirez, Fire Chief, stated that this item was discussed during the budget process last year. This is to replace the sets of gear that his firefighters use. Every single firefighter has two (2) sets of gear with a shelf life of ten (10) years. A total of 57 new sets of gear will be purchased for the firefighters. State law mandates that at least two (2) sets be provided because it is a cancer-causing thing, since that is where most of the carcinogens stay when they go out to fires.

**MOTION:** Council Member Luis E. Cabrera/Council Member Esteban C. Rosales 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. 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
Council Member Javier Vargas	Aye

**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)**

Mr. Fernando Corona, Information Technology Manager, explained that he is requesting approval for proposed changes from Saver Industries regarding the project approved in February 2025 for the construction of a 60-foot tower and a concrete shelter for the new public safety radio repeater acquired by the Yuma Regional Communications Consortium through a state grant. The proposed changes include upgrading to a diesel generator with a longer runtime and strengthening the concrete and tower's load-bearing design. The total cost for these changes is \$68,731.81. He also requested a budget transfer of \$104,242.33 to cover the change orders, as well as the \$35,510.52 in prior-year costs that carried over due to a delay, since the plans were not received from the vendor for staff review.

**MOTION:** Council Member Esteban C. Rosales/Council Member Javier Vargas to approve change orders totaling \$68,731.81 and to approve the budget transfer \$104,242.33, as stated in the fiscal impact statement. 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
Council Member Javier Vargas	Aye

**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)**

Mr. Manuel Hernandez, Assistant Director of Public Works, mentioned that he is seeking the City Council's approval to accept slurry seal application services from American Pavement Preservation for \$198,300.00. The City of San Luis will be piggybacking on the City of Yuma's Cooperative Agreement with American Pavement Preservation. The cooperative agreement complies with Arizona's Cooperative Purchasing and aligns with the City of San Luis Purchasing Code Section 3.05.090 - Cooperative Purchasing.

**MOTION:** Council Member Luis E. Cabrera/Council Member Esteban C. Rosales to accept slurry seal application services from American Pavement Preservation in the amount of \$198,300.00 for the Fiscal Year 2026 Pavement Preservation Program. 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
Council Member Javier Vargas	Aye

**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 22<sup>nd</sup> Street and Sidewinder Road traffic signal and streetlight project. (Manuel Hernandez, Assistant Director of Public Works)**

Mr. Manuel Hernandez, Assistant Public Works Director, indicated that this is to authorize APS to complete an electrical distribution and streetlight work in support of the County 22<sup>nd</sup> Street and Sidewinder Road Traffic Signal and Streetlight project. The scope includes constructing overhead and underground facilities, installing three new streetlights on Co. 22<sup>nd</sup>, and providing service to the latest 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. He also added that Public Works was recently informed that the Los Alamos Curve Project was removed from the Transportation Improvement Program (TIP) for this fiscal year, due to the Arizona Department of Transportation's (ADOT) right-of-way and environmental clearances. ADOT expects to complete all clearances by June 2026.

The project is expected to be advertised in July 2026 and awarded in October 2026. ADOT explained in an email that the project's removal from the TIP was due to HSIP funding shortages.

Council Member Maria Cecilia Cruz commented that this is a project that residents of Los Alamos have consistently requested an update on. She asked if this project is not entirely off ADOT's plan?

Mr. Hernandez responded that ADOT does plan to take this project to construction, but due to the shortfall, it had to be removed from the TIP.

Mr. Eulogio Vera, Director of Public Works, stated that the shortfall is in the fiscal year; therefore, more projects need to be in construction, and this project cannot be on the list while it is in a waiting period for clearances. The reason is that currently, the city is in the acquisition process with the Bureau of Land Management (BLM).

Council Member Maria Cecilia Cruz clarified that the City of San Luis did not remove this project; however, due to waiting for clearances, a project cannot be on the list if it will not be constructed, as explained by Mr. Vera. However, as soon as the right-of-way is obtained and everything is cleared, if funding is available, it will be allocated for the next fiscal year.

**MOTION:** Council Member Esteban C. Rosales/Council Member Javier Vargas to approve payment to APS for the Co. 22<sup>nd</sup> 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. 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
Council Member Javier Vargas	Aye

**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)**

**MOTION:** Vice Mayor Tadeo Azael De La Hoya/Council Member Lizeth Servin to move this item to the next Regular Council meeting for November 12, 2025. 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
Council Member Javier Vargas	Aye

**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)**

Ms. Angelica Roldan, Parks & Recreation Director, stated that Joe Orduño Park is the most visited park by the community. The softball fields are used year-round to host special events, such as the 4<sup>th</sup> of July Celebration, as well as annual leagues for baseball and softball. Due to its importance and constant usage, the Parks and Recreation Department sought a lightweight structure system retrofit ("relight structure system") with total light control. With Musco Sports Lighting, staff found that a relit structure system would allow them to keep the existing light pole structures and upgrade the lights to LED. This lighting upgrade will be more cost-effective and help save electricity when in use. This project will also improve 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 has any questions or concerns. The Department has had positive experiences with Musco Sports Lighting in the past, and another great feature of this lighting structure is that it will enable staff to create 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. The Joe Orduño lights have never been upgraded and with how often the fields are used, this improvement is essential as it will enhance safety, reduce energy use and cut maintenance costs.

She added that Musco Sports Lighting provided staff with a quote for \$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, which was budgeted for this fiscal year for the Joe Orduño Park Relight Structure System. This quote utilizes a cooperative agreement, as permitted under Section 3.05.090 of the San Luis City Code, specifically the Purchasing Section. 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.

Council Member Esteban C. Rosales asked if the scoreboards would also be fixed.

Ms. Roldan replied yes, they are already working on that for this fiscal year.

**MOTION:** Council Member Luis E. Cabrera/Council Member Esteban C. Rosales to approve the purchase of a relight structure system for Joe Orduño Park in the amount of \$343,225.00, 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
Council Member Javier Vargas	Aye

**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**

Ms. Angelica Roldan, Director of Parks & Recreation and Rotary Club Member, explained that the San Luis Rotary Club is requesting approval to sell alcohol at the Asado and Brew Festival, a Founder's Day Celebration, on Saturday, November 22, 2025, from 12:00 p.m. to 12:00 a.m. at the Joe Orduño Park. The Rotary Club has always supported the community and youth; all proceeds will be returned to programs that benefit San Luis residents.

**B. Open Public Hearing**

Vice Mayor Tadeo Azael De La Hoya opened the Public Hearing.

**C. Call to the Public**

Ms. Maria Robles, a resident of San Luis, AZ, inquired whether it is being considered to continue with Miss San Luis?

Vice Mayor Tadeo Azael De La Hoya indicated that the call to the public in this instance pertains solely to the item on the Special Event Liquor License application.

**D. Close Public Hearing**

Vice Mayor Tadeo Azael De La Hoya closed the Public Hearing.

## **E. Action on Special Event Liquor License Application to the Arizona Department of Liquor Licenses & Control**

**MOTION:** Council Member Javier Vargas/Council Member Lizeth Servin to recommend approval to the Arizona Department of Liquor Licenses and Control for the Special Event Liquor License application for the San Luis Rotary Club, as presented. The motion passed with five (5) Ayes and one (1) Nay by Council Member Maria Cecilia Cruz.

The vote was as follows:

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

## **8. SUMMARY OF CURRENT EVENTS**

Council Member Luis E. Cabrera commented that, sadly, the Mayor and her majority of the people have left. Still, he wanted to let them know that the community has been reaching out to them, including her employee Mark Concha and Luisa Arreola, who are both involved in a recall campaign against him. The community has been reaching out to him because they have been misled into signing the recall petition. Some of the things they are telling people is that he does not attend Council meetings, does not participate in city functions and comes to collect a paycheck. Another thing they are saying is that he wants to eliminate the Parks & Recreation Department. As the Mayor stated, they are all there and are one (1) vote, and he does not have that power and will never have that will either, as he truly values the work that they put in for the kids, the youth, and the seniors; those are all lies. He added that they get personal too, as they have mentioned that he does not reside in the city...

Vice Mayor Tadeo Azael De La Hoya asked if this line of summary was ok?

Ms. Kay Macuil, City Attorney, responded that the current events are very broad and appear to be current events.

Council Member Luis E. Cabrera proceeded to say that they get personal and they are saying that he does not live in San Luis and moved to Blythe because of a divorce. He stated that he has been very transparent and upfront since the day he was elected and continues to work for the people of San Luis every day.

He added that if anyone would like to meet with him, they are welcome to visit City Hall and schedule a meeting with the staff and he would gladly meet with them. If the Mayor and her supporters want to pursue a recall, that is their constitutional right. However, he asked them to do it the right way, not to lie or smear someone's name due to their political vendettas.

Council Member Esteban C. Rosales reported that he, along with Council Members Lizeth Servin, Javier Vargas and Vice Mayor Tadeo Azael De La Hoya, were judges for the eight (8) local schools in the Gadsden School District for the Parent Teacher Organization (PTO), where they prepared a dish, tried it and judged it. First Place was for Gadsden Elementary School and Second Place was for San Luis Middle School.

Council Member Lizeth Servin congratulated the Gadsden School District, from the teachers, the board, the Administration, and parents, on the fantastic work that they are doing in the community. They highlight the community in numerous ways; they are number one at the county and state levels. She also mentioned that they were present for the groundbreaking of the three (3) shades at the schools; they are always thinking about safety for the children.

Council Member Maria Cecilia Cruz reported that she attended the Arizona Transportation Summit and presented the Yuma Metropolitan Planning Organization (YMPO) Regional Project, which is the Gila River Bridge expansion and reconstruction. She provided a brief summary of the project's scope. The infrastructure projects are costly. She clarified that the gas tax in Arizona has not increased one cent. As the Chair of the YMPO Board, she believes that other states have increased their gas tax, and Arizona should consider doing the same, because the infrastructure for the roads is very expensive and cannot keep up, as some big projects are completed in sections. The road to the ten (10) mile stretch leads to the Yuma Proving Grounds (YPG) and is known as the red snake when it is full of cars due to how long the backup gets in the mornings and evenings. Hopefully, YMPO will get the funding, but other counties are competing for the same purpose.

Council Member Lizeth Servin reminded the community of several events happening in the city, such as the clean-up campaign in area 4, soon coming to area 5, the Mayor's Bike Ride this weekend, the city auction on November 1, 2025, and Community Planning and Code Compliance Month taking place on October 23, 2025.

Vice Mayor Tadeo Azael De La Hoya reminded everyone about the Trunk-Or-Treat event on October 30, 2025, from 6:00 p.m. to 8:00 p.m. and people can still register.

Council Member Javier Vargas reported that he and Vice Mayor Tadeo Azael De La Hoya attended the National Association of Latino Elected & Appointed Officials (NALEO) Institute Emergency Preparedness class approximately three (3) weeks ago, where 50 elected officials nationwide received a scholarship. This means that the travel expenses are paid by NALEO and not by the municipality. Elected officials are eligible for these scholarships due to their attendance via Zoom and prompt response to emails.

He finalized by adding that any elected official is eligible to apply for the scholarship. He also added that they are part of different boards.

## 9. ADJOURNMENT

Vice Mayor Tadeo Azael De La Hoya adjourned the Regular Council meeting at approximately 7:22 p.m.

**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 October 22, 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

**Special City Council Meeting**

**6. B.**

Meeting Date: 11/19/2025

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Summary

**DISBURSEMENTS**

**From November 5, 2025, to November 11, 2025**

**Total \$717,687.60**

(Seven Hundred Seventeen Thousand, Six Hundred Eighty-Seven Dollars and Sixty Cents)

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Attachments

Disbursements

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# City of San Luis

Finance Department

## COUNCIL MEETING NOVEMBER 19, 2025 Disbursement Report from 11/05/2025 TO 11/11/2025

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	11/07/2025	\$ 578,571.60	Schedule A
Payroll Check Account	11/07/2025	\$ 139,116.00	Schedule B

**Total Disbursements: \$ 717,687.60 -**

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

**RECEIVED**  
**NOV 13 2025**  
**CITY CLERK'S OFFICE**

Prepared by Karla Plascencia: \_\_\_\_\_

Verified by Finance: \_\_\_\_\_

For Council approval on: \_\_\_\_\_

**Mayor:** \_\_\_\_\_

**Council:** \_\_\_\_\_



# Pay Day Register

Pay Date Range 10/18/25 - 10/31/25

Pay Batch 202523

Pay Batch 202523 Total

Employees in Pay Batch 353

Female Employees in Pay Batch 97

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100 - REGULAR	26,658.0000 ✓	694,217.79	Gross	836,893.80	ASRS ALTERNATE	468.70	4,807.20
1000 - ADMIN LEAVE	80.0000 ✓	3,402.40	Imputed Income		AZ STATE RETIREMENT	58,556.87	493,734.66
1001 - LEAVE WITHOUT PAY	16.5000 ✓	.00	FEDERAL TAX WITHHOLDING	48,701.49	DENTAL = FAMILY	417.90	.00
1005 - BEREAVEMENT	5.0000 ✓	92.95	SOCIAL SECURITY TAX	51,432.43	LONG TERM DISABILITY	691.21	493,734.66
1007 - ON CALL WORKED HOURS	15.7500 ✓	448.03	MEDICARE	12,134.82	MEDICAL MEX ONLY - EE &	2,664.09	.00
1009 - PART TIME	92.7500 ✓	1,499.92	STATE WITHHOLDING	15,179.19	MEDICAL MEX ONLY - EE &	10,963.46	.00
1010 - PART TIME FIREFIGHTERS	163.7500 ✓	3,452.19	AM. FIDELITY - HEALTH FSA	25.00	MEDICAL MEX ONLY - EE &	2,421.90	.00
1012 - LEAVE WITH PAY	10.0000 ✓	446.60	AM. FIDELITY- ACCIDENT-POST	25.01	MEDICAL MEX ONLY - EE ONLY	4,713.12	.00
201 - OVERTIME	1,004.7500 ✓	41,563.03	AM. FIDELITY- ACCIDENT-PRE	471.55	MEX & US HEALTH = EE	58,921.92	.00
202 - OP STONE GARDEN- O.T.	414.0000 ✓	21,554.49	AM. FIDELITY- CANCER-POST	43.30	MEX ONLY DENTAL - EE &	156.64	.00
2023 - FMLA - SICK LEAVE	163.6900 ✓	4,533.56	AM. FIDELITY- CANCER-PRE TAX	157.40	MEX ONLY DENTAL - EE &	351.13	.00
2024 - FMLA - VACATION LEAVE	5.7000 ✓	108.34	AM. FIDELITY- GCI -POST TAX	73.09	MEX ONLY DENTAL - EE &	142.40	.00
203 - DUI OVERTIME	12.0000 ✓	506.34	AM. FIDELITY- GHI- PRE TAX	259.84	MEX ONLY DENTAL - EE ONLY	236.06	.00
2038 - FMLA - LEAVE WITHOUT	14.6100 ✓	.00	AM. FIDELITY- LIFE -POST TAX	316.48	PSPRS - ALTERNATE	219.66	2,745.77
210 - SRO	192.0000 ✓	5,560.09	AM. FIDELITY- TX LIFE -POST	178.44	PSPRS FIRE DB NORM - TIER 1	8,380.26	67,311.15
300 - VACATION EARNED	1,398.9300	.00	AZ COPS - SLPD	695.00	PSPRS FIRE DB NORM - TIER 2	632.01	5,076.34
301 - VACATION USED	1,070.4500 ✓	27,611.92	AZ STATE RETIREMENT	58,556.87	PSPRS FIRE DB NORM - TIER 3	6,260.99	72,048.30
400 - SICK EARNED	1,350.0500	.00	CHILD SUPPORT 2	234.46	PSPRS FIRE DB UNFUND - TIER	1,534.70	67,311.15
405 - SCHEDULED SICK LEAVE	236.4100 ✓	6,890.46	DEFERRED COMP - ROTH	970.00	PSPRS FIRE DB UNFUND - TIER	115.74	5,076.34
406 - UNSCHEDULED SICK LEAVE	495.7500 ✓	12,355.32	DEFERRED COMP - ROTH	213.63	PSPRS FIRE DB UNFUND - TIER	1,794.05	72,048.30
501 - WC PUBLIC SAFETY USED	30.5000 ✓	1,146.50	DEFERRED COMPENSATION	2,555.00	PSPRS POLICE DB NORM - TIER	6,546.05	67,975.64
502 - ON CALL PAY I.T.	.0000	100.00	DEFERRED COMPENSATION	728.34	PSPRS POLICE DB NORM - TIER	1,300.00	13,499.42
503 - STAND-BY PAY	658.0000 ✓	1,316.00	FOP/ALC	465.00	PSPRS POLICE DB NORM - TIER	6,832.30	78,622.56
703 - FIRE HOLIDAY USED	5.0000 ✓	115.70	GARNISHMENT - CHILD	2,542.09	PSPRS POLICE DB UNFUND -	3,373.16	69,122.14
809 - RETRO PAY	19.0760	1,034.00	IAFF- FIRE DEPT	1,520.00	PSPRS POLICE DB UNFUND -	658.76	13,499.42
900 - COMPENSATION EARNED	35.0000 ✓	.00	LEGAL SHIELD	59.31	PSPRS POLICE DB UNFUND -	4,080.52	78,622.56
901 - COMPENSATION USED	4.5000 ✓	132.17	LONG TERM DISABILITY	691.21	STANDARD STD	4,618.58	.00
9111 - First Responders	35.7500 ✓	837.14	MANHATTANLIFE ASSURANCE	96.51	U.S. MEX DENTAL - EE &	398.50	.00
921 - STEP OVERTIME	19.5000 ✓	986.86	MEX ONLY DENTAL - EE &	201.52	U.S. MEX DENTAL - EE &	159.40	.00
940 - PD - EDU ASST	.0000	550.00	MEX ONLY DENTAL - EE &	451.77	US & MEX DENTAL - EE	3,119.04	.00
941 - PD - EDU BCHL	.0000	750.00	MEX ONLY DENTAL - EE &	183.20	US & MEX HEALTH = C	27,253.52	.00
942 - PD - EDU MAST	.0000	100.00	MEX ONLY HEALTH - EE & CH	656.04	US & MEX HEALTH = FAMILY	29,488.07	.00
951 - PD - K-9 HANDLER	.0000	50.00 ✓	MEX ONLY HEALTH = S	523.80	US & MEX HEALTH = SP	7,311.92	.00
952 - PD - PHLEBOTOMIS	.0000	150.00 ✓	MEXICO ONLY HEALTH - EE &	2,699.79	VISION - SINGLE	1,257.49	.00
953 - PD - COLLISION	.0000	150.00 ✓	MEXICO ONLY HEALTH - EE &	596.40	VSP- VISION	588.00	.00
954 - PD - NEGOTIATOR	.0000	200.00 ✓	MISCELLANEOUS	245.00	WC PSPRS 17.28	198.12	1,146.50
955 - PD - EVENING SHIFT	.0000	50.00 ✓	PAC FUND- FIRE DEPT.	116.00	Total	\$256,826.24	
956 - PD - MIDNIGHT SHFT	.0000	700.00 ✓	PS DEFERRED COMP - ROTH	805.00			
961 - FD - EDU ASST	.0000	650.00	PS DEFERRED COMP - ROTH	578.35			

SCHEDULE A



# Pay Day Register

Pay Date Range 10/18/25 - 10/31/25

Pay Batch 202523

962 - FD - EDU BACHL	.0000	225.00	PS DEFERRED COMP TIAA -	459.99
965 - PD - STAND-BY PAY	.0000	2,148.00	PS DEFERRED COMPENSATION	2,235.00
967 - FD - SPECIAL ASSIGNMNT	554.5000	1,109.00	PSPRS FIRE DB RATE - TIER 1a	4,153.49
968 - SRO 50	.0000	150.00	PSPRS FIRE DB RATE - TIER 1b	995.83
<b>Total</b>	<b>34,761.9160</b>	<b>\$836,893.80</b>	PSPRS FIRE DB RATE - TIER 2	388.34
			PSPRS FIRE DB RATE - TIER 3	6,260.99
			PSPRS POLICE DB RATE - TIER	3,700.17
			PSPRS POLICE DB RATE - TIER 2	1,499.98
			PSPRS POLICE DB RATE - TIER 3	1,032.71
			PSPRS POLICE DB RATE - TIER 3	6,832.30
			STANDARD LIFE ADDTNL	868.50
			TRANSWESTERN MEXICAN	141.00
			U.S. MEX DENTAL - EE &	513.25
			U.S. MEX DENTAL - EE &	205.30
			UNITED WAY	14.00
			US & MEX DENTAL= FAMILY	538.02
			US & MEX HEALTH = C	6,711.29
			US & MEX HEALTH = FAMILY	7,261.60
			US & MEX HEALTH = S	6,546.88
			US & MEX HEALTH = SP	1,800.59
			VSP - VISION CHILDREN	250.92
			VSP - VISION FAMILY	355.47
			VSP - VISION SPOUSE	174.25
			<b>Net</b>	<b>\$578,571.60</b>

10,328.67	<b>Employer Taxes</b>	<b>Gross Base</b>
.00	MEDICARE	12,134.82
54,293.87	SOCIAL SECURITY TAX	51,432.43
13,017.28	SUTA/UNEMPLOYMENT	4,830.73
5,076.34	<b>Total</b>	<b>\$68,397.98</b>

72,048.30	<b>Workers' Comp</b>	<b>Gross Base</b>
48,368.07	Ambulance EMT Search &	3,820.44
19,607.57	ANIMAL CONTROL OFFICERS	91.08
13,499.42	ATTORNEY- ALL & CLERICAL-	74.61
78,622.56	AUTO SERVICE/ REPAIR	330.92
.00	BUILDING- NOC OPER BY	618.42
.00	BUS COMPANY AND DRIVERS	89.50
.00	CLERICAL OFFICE/ LIBRARY/	455.67
.00	Electrician	73.78
.00	FIREFIGHTERS & DRIVERS	4,023.96
.00	GARBAGE/ ASH/ REFUSE	788.95
.00	Homemaker Service	44.42
.00	Motion Picture Production	16.98
.00	MUNICIPAL/ TOWN/	880.19
.00	PARKS- NOC ALL EMPLOYEES	879.62
.00	POLICE OFFICERS	8,618.73
.00	RECREATION- ALL EMPLOYEES/	287.77
.00	SEWAGE DISPOSAL/ PLANT	1,359.88
.00	Street or Road Construction	3,403.97
.00	WATERWORKS OPERATIONS	1,201.12
	<b>Total</b>	<b>\$27,060.01</b>

Miguel Ramirez  
11/06/25

	<b>Direct Deposits</b>	<b>Amount</b>
	1st Bank Yuma	41,313.22
	ACADEMY BANK	2,814.74
	Ally Bank	1,574.19
	America First	1,660.89
	AVENIR FINANCIAL	47,279.02
	Bank of America	9,132.88
	Bankcorp	200.00
	BANKCORP BANK	1,914.50
	CAPITAL ONE	1,852.80
	Charles Sch	250.00
	Chase Bank	261,030.52
	CHASE BANK CA	2,514.46
	CHASE BANK MORGAN	1,772.80
	CHASE BANK TX	1,500.00



# Pay Day Register

Pay Date Range 10/18/25 - 10/31/25

Pay Batch 202523

chase centro	2,113.54
discover	400.00
FF CREDIT UNION	2,438.66
FIDELITY	409.08
FIREFIGHTER FIRST CREDIT UNION	14,987.11
HUGHES FCU	2,053.38
JP Morgan Chase	1,264.81
MECHANICS BANK	272.59
National Bank	1,350.83
National Police FCU	50.00
Navy Federal	36,898.49
NBKC Bank - Acorns	1,170.72
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	824.22
PATHWARD	1,906.05
Pima Federal Credit Union	919.05
SOFI BANK	3,142.60
Sunbank	2,387.07
THE FOOTHILLS BANK	2,205.84
USAA FEDERAL SAVING	3,938.59
VANTAGE WEST	2,167.20
WASHINGTON FEDERAL	1,497.38
Wells Fargo	106,706.59
WELLS FARGO ARKANSAS	1,909.03
WELLS FARGO CA	4,258.16
WELLS FARGO CALE	866.44
WELLS FARGO YUMA	2,912.94
Total	<u>\$573,980.39</u>
Check	\$4,591.21

# Payment Register

From Payment Date: 11/3/2025 - To Payment Date: 11/6/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
113673	11/06/2025	Open			Accounts Payable	AED EVERYWHERE, INC.	\$2,361.77		
113674	11/06/2025	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$2,693.32		
113675	11/06/2025	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$50.00		
113676	11/06/2025	Open			Accounts Payable	ANGUIANO, RAYMUNDO	\$200.00		
113677	11/06/2025	Open			Accounts Payable	ARCEO, DIEGO	\$180.00		
113678	11/06/2025	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$42.22		
113679	11/06/2025	Open			Accounts Payable	AVILA, LUCA	\$180.00		
113680	11/06/2025	Open			Accounts Payable	BOJORQUEZ, LEONARDO	\$240.00		
113681	11/06/2025	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$3,277.63		
113682	11/06/2025	Open			Accounts Payable	C & I SHOW HARDWARE AND SECURITY SYSTEMS, INC.	\$30.71		
113683	11/06/2025	Open			Accounts Payable	CASTILLO URIBE, KYARA, ROBERTHA	\$300.00		
113684	11/06/2025	Open			Accounts Payable	CASTILLO'S SOUTHWEST TOWING LLC.	\$450.00		
113685	11/06/2025	Open			Accounts Payable	CODE PUBLISHING COMPANY	\$70.50		
113686	11/06/2025	Open			Accounts Payable	COMITE DE BIENESTAR INC	\$2,868.64		
113687	11/06/2025	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	\$3,800.99		
113688	11/06/2025	Open			Accounts Payable	DUENAS, ADRIAN	\$200.00		
113689	11/06/2025	Open			Accounts Payable	ENCINAS, JOSE	\$130.00		
113690	11/06/2025	Open			Accounts Payable	FREIGHTLINER OF ARIZONA, LLC	\$1,199.20		
113691	11/06/2025	Open			Accounts Payable	G&T ALARM CO LLC	\$78.00		
113692	11/06/2025	Open			Accounts Payable	GASTELUM RASCON, SANTIAGO, YAHIEL	\$288.00		
113693	11/06/2025	Open			Accounts Payable	HAJOCA CORPORATION	\$861.65		
113694	11/06/2025	Open			Accounts Payable	HERNANDEZ, JOSE	\$90.00		
113695	11/06/2025	Open			Accounts Payable	IRON MOUNTAIN INC	\$319.26		
113696	11/06/2025	Open			Accounts Payable	JUSTICE FAMILY ENTERPRISES INC	\$54.50		
113697	11/06/2025	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$193.01		
113698	11/06/2025	Open			Accounts Payable	PAWS AND TAILS FEED AND GRAIN LLC	\$1,420.50		
113699	11/06/2025	Open			Accounts Payable	PEREDA, JOSE	\$130.00		
113700	11/06/2025	Open			Accounts Payable	PITNEY BOWES INC.	\$971.42		
113701	11/06/2025	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$118.60		
113702	11/06/2025	Open			Accounts Payable	PULIDO AYALA, JESUS, I	\$180.00		
113703	11/06/2025	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$165.00		
113704	11/06/2025	Open			Accounts Payable	REYES BARRIOS, ERICK, ALAN	\$372.00		
113705	11/06/2025	Open			Accounts Payable	STANDARD INSURANCE CO.	\$1,623.44		
113706	11/06/2025	Open			Accounts Payable	STATUS CREATIVO LLC	\$715.52		
113707	11/06/2025	Open			Accounts Payable	STEVEN L. MCCARTY	\$500.00		
113708	11/06/2025	Open			Accounts Payable	TAQUERIA AGUILAR LLC	\$341.14		
113709	11/06/2025	Open			Accounts Payable	TEXAS LIFE INSURANCE COMPANY	\$356.78		
113710	11/06/2025	Open			Accounts Payable	TRIKKE TECH INC	\$267.00		
113711	11/06/2025	Open			Accounts Payable	URIAS MENA, PEDRO, A	\$120.00		

SCHEDULE B

# Payment Register

From Payment Date: 11/3/2025 - To Payment Date: 11/6/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
113712	11/06/2025	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$5,394.44		
113713	11/06/2025	Open			Accounts Payable	XEROX CORPORATION	\$1,394.23		
113714	11/06/2025	Voided		11/06/2025	Accounts Payable	YUMA COUNTY DEVELOPMENT SERVICES	\$4,150.00		
113715	11/06/2025	Open			Accounts Payable	ZSCHOOL, LLC	\$8,100.00		
113716	11/06/2025	Open			Accounts Payable	ARIZONA CONFERENCE OF POLICE & SHERIFFS	\$695.00		
113717	11/06/2025	Open			Accounts Payable	FOP/ALC	\$465.00		
113718	11/06/2025	Open			Accounts Payable	STANDARD INSURANCE CO.	\$14,410.47		
113719	11/06/2025	Open			Accounts Payable	STANDARD INSURANCE CO.	\$14,404.10		
113720	11/06/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,776.55		
113721	11/06/2025	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
113722	11/06/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$116.00		
113723	11/06/2025	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	\$1,520.00		
Type Check Totals:						51 Transactions	\$80,880.59		
EFT									
8578	11/06/2025	Open			Accounts Payable	BALL FABRICS INC	\$2,360.06		
8579	11/06/2025	Open			Accounts Payable	BLT ASPHALT LLC	\$4,960.29		
8580	11/06/2025	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	\$7,279.27		
8581	11/06/2025	Open			Accounts Payable	CROWN AWARDS	\$917.90		
8582	11/06/2025	Open			Accounts Payable	CYBER MARKETING NETWORK, INC	\$586.28		
8583	11/06/2025	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$37.75		
8584	11/06/2025	Open			Accounts Payable	DESERT WATER STORE INC	\$153.86		
8585	11/06/2025	Open			Accounts Payable	FORJACERO TR LLC	\$400.00		
8586	11/06/2025	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$3,990.00		
8587	11/06/2025	Open			Accounts Payable	FRUTH GROUP INC	\$1,215.83		
8588	11/06/2025	Open			Accounts Payable	GARCIA, JESUS	\$252.00		
8589	11/06/2025	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$392.00		
8590	11/06/2025	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$11,513.56		
8591	11/06/2025	Open			Accounts Payable	HIREQUEST LLC	\$1,460.95		
8592	11/06/2025	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$2,812.50		
8593	11/06/2025	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$402.00		
8594	11/06/2025	Open			Accounts Payable	ON TRACK OVERHEAD DOORS LLC	\$1,982.06		
8595	11/06/2025	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$456.00		
8596	11/06/2025	Open			Accounts Payable	R.D. OFFUTT COMPANY	\$934.30		
8597	11/06/2025	Open			Accounts Payable	RAMIREZ ADVISORS INTERNATIONAL, LLC	\$7,500.00		
8598	11/06/2025	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$68.30		
8599	11/06/2025	Open			Accounts Payable	ROACH PEST CONTROL	\$1,400.00		
8600	11/06/2025	Open			Accounts Payable	SAM'S CLUB	\$2,391.85		
8601	11/06/2025	Open			Accounts Payable	SEBIS DIRECT INC.	\$1,095.22		

# Payment Register

From Payment Date: 11/3/2025 - To Payment Date: 11/6/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
8602	11/06/2025	Open			Accounts Payable	SIRCHIE ACQUISITION COMPANY LLC	\$1,245.10		
8603	11/06/2025	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$39.00		
8604	11/06/2025	Open			Accounts Payable	TELEFLEX MEDICAL INCORPORATED	\$3,201.79		
8605	11/06/2025	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$721.54		
8606	11/06/2025	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$1,632.00		
8607	11/06/2025	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	\$975.00		
8608	11/06/2025	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	\$9.00		
Type EFT Totals:									
18YPAYABLE - 1st BY Accounts Payable Totals									
31 Transactions							\$62,385.41		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	50	\$76,730.59	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$4,150.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>51</b>	<b>\$80,880.59</b>	<b>\$0.00</b>
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	\$62,385.41	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>31</b>	<b>\$62,385.41</b>	<b>\$0.00</b>
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$139,116.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$4,150.00	\$0.00
	Stopped	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 11/3/2025 - To Payment Date: 11/6/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total		82	\$143,266.00	\$0.00
<b>Grand Totals:</b>									
				<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	50	\$76,730.59	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$4,150.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>51</b>	<b>\$80,880.59</b>	<b>\$0.00</b>	
				<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	31	\$62,385.41	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>31</b>	<b>\$62,385.41</b>	<b>\$0.00</b>	
				<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	81	\$139,116.00	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$4,150.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>82</b>	<b>\$143,266.00</b>	<b>\$0.00</b>	

Guadalupe Canez

Digitally signed by: Guadalupe Canez  
 DN: CN = Guadalupe Canez email =  
 gcanez@sanluisaz.gov C = AD  
 Date: 2025.11.06 17:00:45 -07'00'



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

7. A.

**Meeting Date:** 11/19/2025

**Department Head:** Tomas Sanchez, City Engineer, Engineering

**Submitted By:** Oscar Barnett, Project Manager, Engineering

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the engagement of engineering services with Core Engineering Group, PLLC, for the design of 6th Avenue from Union Street to County 22nd Street. **(Tomas Sanchez, City Engineer)**

#### SUMMARY:

The Engineering Department is seeking Council approval to accept a professional services proposal from Core Engineering Group, PLLC, for the design of 6th Avenue from Union Street to County 22nd Street.

The scope of work includes a near-term design with accommodations for a long-term design of 6th Avenue. The near-term design will include a 2-lane roadway (one lane in each direction), street lighting, and the East Main Canal culvert and the Main Drain bridge crossings. The scope also includes widening improvements and traffic signal design at the intersection of 6th Avenue and County 22nd Street.

The design portion of the scope of work will be 60% completed in Fiscal Year 2025-2026 and finalized in Fiscal Year 2026-2027:

\$174,873.00 to be paid during the fiscal year ending June 30, 2026, and

\$116,582.00 to be paid during the fiscal year ending June 30, 2027, for a total of \$291,455.00.

The Engineering Department is requesting City Council approval to accept a professional services proposal from Core Engineering Group, PLLC, for the amount of \$291,455.00

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE PROFESSIONAL SERVICES CONTRACT BY CORE ENGINEERING GROUP, PLLC FOR THE DESIGN OF 6TH AVENUE FROM UNION STREET TO COUNTY 22ND STREET IN THE AMOUNT OF \$291,455.00.**

---

#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$180,650.00
<b>BUDGETED AMOUNT:</b>	\$180,650.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Liability Account in Highway  
User Fund 200-20359

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

This item does not represent a new expense for the City. Funds to cover the cost of this professional services agreement were received from the developer on September 24, 2024, specifically for the purpose of financing the design of 6th Avenue from Union Street to County 22nd Street. Accordingly, there is no fiscal impact on the City's budget as the cost will be paid from these developer-contributed funds.

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**Attachments**

Proposal

Contract

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# EXHIBIT 1

Core Engineering Group, PLLC

200 E. 16<sup>th</sup> Street, Suite #150

Yuma, Arizona 85364

voice 928-344-5931

fax 928-344-5932

www.CoreEngineeringGroup.com

October 29, 2025

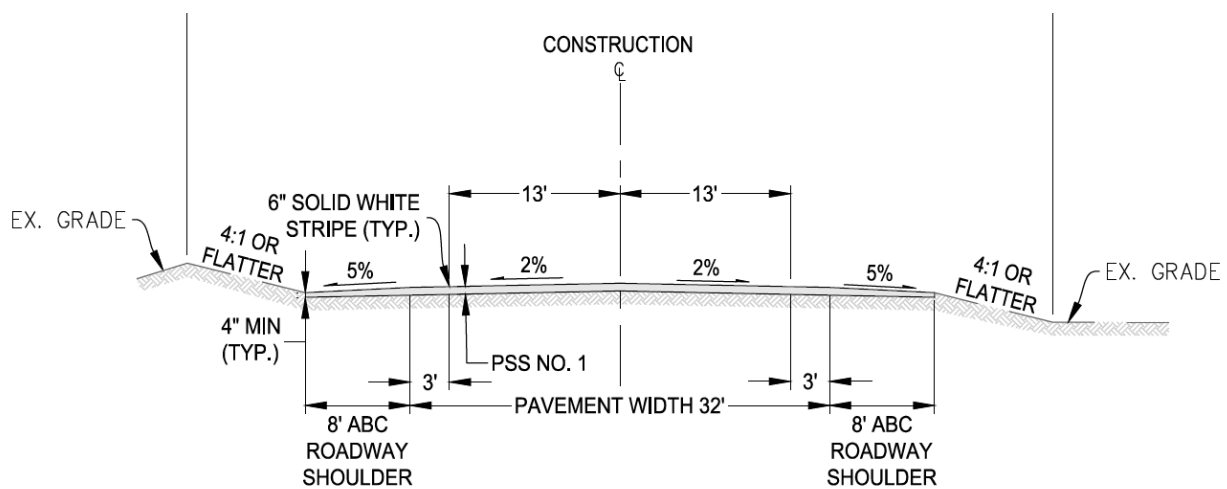
Manuel Hernandez  
Assistant Director of Public Works  
City of San Luis Public Works Department  
1090 E. Union Street  
P.O. Box 3750  
San Luis, Az 85349

Re: 6<sup>th</sup> Avenue – Union Street to County 22<sup>ND</sup> Street Final Design  
Scope and Fee Proposal - Revised

Dear Mr. Hernandez:

Per your request, the following is our scope of services for the survey and civil engineering design of 6th Avenue from Union Street to County 22<sup>nd</sup> Street. Enclosed please find the time and material fee proposal for the project.

The Scope of Work is a product of our conversation on October 14<sup>th</sup>, 2024, January 27<sup>th</sup> phone conversation meeting on February 11<sup>th</sup> and emails from March and July. The project limits are Union Street intersection of 6<sup>th</sup> Avenue to the intersection of 6<sup>th</sup> Avenue and County 22<sup>nd</sup> Street. The scope of work is to provide a design with a near-term design with accommodations for a long-term design of 6th Avenue. The near-term design will be a 2-lane roadway with one lane in each direction, including center turn lanes with right and left turn lanes at the intersection with County 22<sup>nd</sup> Street. The drainage design for the near-term design will incorporate a linear drainage channel located between the roadway and the future right-of-way (ROW for the long-term). The scope also includes a traffic signal at County 22<sup>nd</sup> Street with signal timing sheets, street lighting, and the crossings of the East Main Canal with an irrigation siphon and of the Main Drain with a bridge. These structures will be designed during the near-term design effort but shall accommodate the roadway section for the long-term roadway. GTS will provide the geotechnical investigation and Consor will provide the bridge design.



TYPICAL ROADWAY CROSS SECTION

The long-term scope widens the near-term 2-lane roadway to a 5-lane roadway with bike lanes for two lanes in each direction, a middle turn lane, bike lanes, curb, gutter and sidewalks as shown in the 30% Plans

prepared by James Davey and Associates, June 2024. The long-term effort shall not be part of this scope except to ensure ultimate right-of-way and structure transitions. For the long-term plan, stormwater will be directed to adjacent land as it develops.

The scope for the near-term phase includes bid-ready contract documents, a bid schedule and construction cost estimate for the near-term improvements only.

The existing survey from the preliminary design will be utilized. The engineering design services Core will provide include roadway design, drainage design at edge of slopes, box culvert crossing, signing, pavement marking (6" width basis), traffic signal design, street lighting design (on pavement marking and signing plans), new right-of-way legal descriptions and maps, future 12" watermain design crossings of the structures (waterline to be installed with development), stormwater pollution prevention plans and project manual. Core will utilize utility company information provided by the companies. No landscaping design, potholing, bidding assistance, construction administration and utility locating will be included in the scope of work; may be requested separately.

The design portion of the scope of work is to develop 60%, 95%, 100% and sealed and signed plans and an engineer's opinion of probable construction costs for each submittal. No drainage report, public meetings, traffic studies, and landscaping will be performed.

The proposed project schedule is:

60% Submittal            May 15<sup>th</sup> , 2026  
 90% Submittal            October 15<sup>th</sup>, 2026  
 100% Submittal         Jan 31<sup>st</sup>, 2027

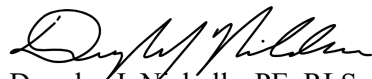
This schedule assumes the City reviews are completed in 2 weeks.

The attached fee proposal is a lump sum amount per the items included in the scope. The completion of work by end of FY25/26 is 60% of the scope and fee. The remainder of the scope and fee will be completed in year FY26/27 with 90%, 100% and bid ready items of work. The breakdown per consultant at end of year FY25/26 is as follows:

	FY 25/26	Fee	FY 26/29	Fee	Lump Sum
GTS	100%	\$21,000.00	100%	\$0	\$21,000
Conсор	60%	\$102,647.40	40%	\$68,431.60	\$171,079
Core	<u>52%</u>	<u>\$51,225.60</u>	<u>48%</u>	<u>\$48,150.40</u>	<u>\$99,376</u>
TOTAL		\$174,873.00		\$116,582.00	\$291,455.00

No federal funding is anticipated for this contract. Please contact me if you have any questions, need further clarification, or require modifications.

Sincerely,  
 Core Engineering Group, PLLC



Douglas J. Nicholls, PE, RLS  
 Member  
 atch

CORE ENGINEERING GROUP, PLLC

CONTRACT NO. \_\_\_\_\_  
PROJECT NO. \_\_\_\_\_  
New Contract: \_\_\_\_\_  
Contract Mod: \_\_\_\_\_

6TH AVENUE - UNION STREET TO COUNTY 22ND STREET FINAL DESIGN  
DERIVATION OF COST PROPOSAL  
(Round figures to the nearest \$1.00)

**ESTIMATED DIRECT LABOR**

Classification	Estimated Hours	Proposed Hourly Rate	Proposed Labor Cost
Project Manager/Principle	39	\$175.00	\$6,825
Senior Engineer	103	\$175.00	\$18,025
Surveyor	0	\$175.00	\$0
Project Engineer	256	\$140.00	\$35,840
Technician	371	\$100.00	\$37,100
Survey Crew	0	\$200.00	\$0
Clerical	12	\$90.00	\$1,080
Total Proposed Labor Cost:			\$98,870

**ESTIMATED DIRECT EXPENSES**

Reproduction	\$76
Communications	\$0
Survey Supplies	\$0
Transportation	\$430

Total Estimated Direct Expenses: \$506

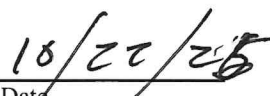
**ESTIMATED OUTSIDE SERVICES**

Firm	Method Of Comp.	Cost
GTS	Geotech and Materials	Lump Sum \$21,000
Conсор	Bridge Design	Lump Sum \$171,079
Total Estimated Outside Services:		\$192,079

NEAR TERM LUMP SUM \$291,455

Estimated number of sheets: 79

  
Signature

  
Date



July 18, 2025

Mr. Douglas Nicholls, Project Manager  
Core Engineering Group  
200 E. 16<sup>th</sup> Street, #150  
Yuma, AZ 85364

Re: 6<sup>th</sup> Avenue Bridge over Main Drain

Dear Mr. Nicholls,

This letter contains our proposed scope and fee for designing the new 6th Avenue Bridge over Main Drain.

**Assumptions:**

- The bridge will be designed with precast concrete girders with a cast-in-place concrete deck.
- Core Engineering Group will provide Consor with roadway profiles, widths and existing topo information in CAD format.
- ADOT Standard Barrier, Joints, Approach Slabs, Walls, etc. will be used where applicable.
- Core Engineering Group will provide Consor with the geotechnical data and recommendations for the bridge and associated walls.
- ADOT Standard Specifications will be used.
- Post-design services are not currently included in this scope and fee proposal but can be included at a future date on a Time and Materials basis.
- All deliverables/submittals, as described above will be in PDF format.

**Proposed Fee:**

Our proposed design fee for this scope of work is \$171,079 on a lump sum basis. We are excited about the opportunity to work with you on this project. Please contact me if you need any additional information or would like to discuss the scope.

Sincerely,  
Consor North America, Inc.

A handwritten signature in black ink that reads "Nathan J. Palmer".

Nathan J. Palmer, PE  
Senior Vice President



Client: Core Engineering Group  
 Owner: City of San Luis  
 Project: 6th Avenue Bridge over Main Drain

Date: 18-Jul-25  
 No.: \_\_\_\_\_  
 Original Estimate: X CO#: \_\_\_\_\_

Task	Description	Hourly Rate >	Project	Sr. Project	Project	Sr. Project	Engineer	Designer	Inspector	Total	Total Cost
			Manager	Engineer	Engineer	Architect					
			\$300.00	\$210.00	\$180.00	\$160.00	\$155.00	\$150.00	\$140.00		
1	<b>Main Drain Bridge</b>										
	Plan and Elevation	3.00	6.00	8.00	0.00	4.00	20.00	0.00	41.00	\$7,220.00	
	Typical Section and Notes	3.00	6.00	8.00	0.00	4.00	20.00	0.00	41.00	\$7,220.00	
	Foundation Layout	3.00	6.00	8.00	0.00	4.00	20.00	0.00	41.00	\$7,220.00	
	Foundation Details	3.00	6.00	8.00	0.00	4.00	20.00	0.00	41.00	\$7,220.00	
	Abutment 1 Plan and Elevation	3.00	6.00	8.00	0.00	4.00	20.00	0.00	41.00	\$7,220.00	
	Abutment 1 Details	3.00	6.00	8.00	0.00	4.00	20.00	0.00	41.00	\$7,220.00	
	Abutment 2 Plan and Elevation	3.00	6.00	8.00	0.00	4.00	20.00	0.00	41.00	\$7,220.00	
	Abutment 2 Details	3.00	6.00	8.00	0.00	4.00	20.00	0.00	41.00	\$7,220.00	
	Deck Details	3.00	6.00	8.00	0.00	4.00	20.00	0.00	41.00	\$7,220.00	
	Framing Plan	3.00	6.00	8.00	0.00	4.00	20.00	0.00	41.00	\$7,220.00	
	Girder Details 1	3.00	6.00	8.00	0.00	4.00	20.00	0.00	41.00	\$7,220.00	
	Girder Details 2	3.00	6.00	8.00	0.00	4.00	20.00	0.00	41.00	\$7,220.00	
	Deck Joint Details	3.00	6.00	8.00	0.00	4.00	20.00	0.00	41.00	\$7,220.00	
	Camber Details	3.00	6.00	8.00	0.00	4.00	20.00	0.00	41.00	\$7,220.00	
	Miscellaneous Details	3.00	6.00	8.00	0.00	4.00	20.00	0.00	41.00	\$7,220.00	
2	<b>Retaining Wall Design</b>										
	Plan and Elevations (2 Sheets)	3.00	16.00	16.00	0.00	8.00	32.00	0.00	75.00	\$13,180.00	
	Typical Section and Notes (2 Sheets)	3.00	16.00	16.00	0.00	8.00	32.00	0.00	75.00	\$13,180.00	
3	<b>Meetings &amp; Coordination</b>										
	Site Visits (1)	8.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	\$2,400.00	
	Virtual Progress Meetings (6)	6.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	\$1,800.00	
4	<b>Quantities, Estimates and QA/QC</b>										
	Quantities	2.00	8.00	24.00	0.00	24.00	0.00	0.00	58.00	\$10,320.00	
	Cost Estimates	2.00	8.00	24.00	0.00	24.00	0.00	0.00	58.00	\$10,320.00	
	QA/QC	8.00	16.00	24.00	0.00	8.00	0.00	0.00	56.00	\$11,320.00	
<b>Total Hours</b>			77.00	154.00	224.00	0.00	132.00	364.00	0.00	951.00	\$170,820.00
<b>Total Labor Cost</b>			\$23,100.00	\$32,340.00	\$40,320.00	\$0.00	\$20,460.00	\$54,600.00	\$0.00		\$170,820.00
<b>Estimated Direct Expenses</b>			Quantity		Rate		Total				
	Mileage @ \$0.67-Mile	370.00	\$0.700	Per Mile		\$259.00					
	Lodging and Meals	0.00	\$250.00	Each		\$0.00					
<b>Total Direct Expenses</b>									<b>\$259.00</b>		
<b>TOTAL FEE</b>										<b>\$171,079.00</b>	

**REVISED  
GEOTECHNICAL INVESTIGATION  
SERVICE AGREEMENT**

***BETWEEN (Client):*** Core Engineering Group  
200 East 16<sup>th</sup> Street, Suite 150  
Yuma, Arizona 85364

***AND (GTS):*** Geotechnical Testing Services, (GTS)  
1044 E. 21<sup>st</sup> Street  
Yuma, Arizona 85365

***PROJECT:*** **New Bridge City of San Luis  
6<sup>th</sup> Avenue  
San Luis, Arizona**

**I. OBJECTIVE**

The objective of this investigation is to evaluate the subsurface conditions to provide recommendations for the following:

- A. Suitability and Recommendations for slab on grade
- B. Foundation design parameters, including allowable bearing values
- C. Earthwork, Fill placement, Site preparation & suitability of existing soil for fill material
- D. Caisson Data

**II. FIELD INVESTIGATION**

The exploration will be conducted per the proposed project description, and in various locations. The locations of the bore holes will be determined by the Geotechnical Engineer.

**BORINGS:** **5 Test Bore Hole to a depth of 15 feet below the existing grade, down the proposed roadway and near the new canal**

All bore holes will proceed to the depth outlined above unless refusal is encountered. All of the bore holes will be logged, blow counts recorded, and samples taken.

### ***III. LABORATORY TESTS***

The following laboratory tests will be preformed on representative samples.

- A. Field Moisture Content - ASTM D2216 (oven)
- B. In-situ Soil Density
- C. Proctor - ASTM D698
- D. Sieve Analysis - ASTM C136 & C117
- E. Liquid Limit & Plastic Index - ASTM D4318
- F. Drilling in accordance with ASTM D1425
- G. Sampling in accordance with ASTM D1586

### ***IV. REPORT***

Three copies of the completed report will be delivered to the client. The report will contain a site description and plan, bore hole layout, test results, boring logs, recommendations, conclusions and all requirements.

### ***V. SCHEDULE***

The investigation will proceed once the agreement has been signed and returned to our office. The final report will be completed within 30-35 working days after the signed agreement has been received.

- NOTE:**
- 1. GTS will be responsible for calling Blue Stake
  - 2. A site plan needs to be provided via email.

### ***VI. FEE***

The costs for our services, including all field and laboratory time, report preparation, mileage, equipment, and drill rig charges will be a lump sum of:

**\$6,000.00 for the Geotechnical**

Any additional work due to unforeseen site conditions will not be done unless we have prior approval from the client.

### ***VII. PAYMENT***

An invoice for the work performed will be submitted at the end of the project with the rate agreed upon. Payment by the client to GTS should be made within thirty (30) days following the date of the invoice. Past due accounts are subject to a monthly service charge of one and one-half percent (1-1/2%) on the unpaid balance from the date of the invoice.

### ***VIII. CONDITIONS OF AGREEMENT***

- 1. The client will furnish full information as to requirements including any special or extraordinary

consideration for the project.

2. Any attorney’s fees, cost of collection or litigation that may be incurred by either party to this agreement in connection with a controversy over the terms of this agreement or any payment due one from the other will be borne by the losing party to such controversy. Such fees will be in a reasonable amount as determined by the court.

**IX. ACCEPTANCE**

By signing below, the client has read, understood and accepted the terms of the agreement as described above.

Please sign below and return a copy to GTS for our files.

Submitted this 29<sup>th</sup> day of July 2025 by GTS



Courtney M. Arviso P.E.

(Client) Core Engineering Group

(Date)

**Liquefaction Study:**

The proposed site is located within a seismic zone with high groundwater. There is the possibility of liquefaction at this site that could affect the earthwork and foundation for the structures. Therefore, we recommend that a liquefaction study be conducted for this site. Two One Hundred (100) foot deep CPT holes will be driven below the existing grade within the proposed bridge area.

**FEE**

The costs for our services, including all field and laboratory time, report preparation, mileage, equipment, and drill rig charges will be a lump sum of:

**\$15,000.00 for the Liquefaction Study**

Please sign below and return a copy to GTS for our files as our notice to proceed with the liquefaction study.

Submitted this 29<sup>th</sup> day of July 2025 by GTS. If you do not want the Liquefaction Study, please write.

NOT WANTED on the line below with your signature.



Courtney M. Arviso P.E.

(Client) Core Engineering Group

Date



## PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Professional Services Agreement (this "Agreement") is effective the \_\_\_\_ day of \_\_\_\_\_ 2025, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("CITY"), and Core Engineering Group, PLLC, an Arizona professional limited liability company, authorized to do business in the State of Arizona ("ENGINEER"). ENGINEER and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

### RECITALS

The Parties entered into this Agreement based on the following facts, understanding and intentions of the Parties:

- A. CITY has determined that it is in the public interest to proceed with the work described below in Section One (the "Project").
- B. CITY has determined that the Project involves the performance of professional and technical services of a temporary nature.
- C. CITY desires to engage ENGINEER, and ENGINEER agrees to render certain technical advice and professional services to CITY, as necessary.

**In consideration of the mutual covenants contained herein, the Parties agree as follows:**

### SECTION I – DESCRIPTION OF PROJECT

The Project described in the attached Exhibit 1, ENGINEER's Proposal for Engineering Services of October 29, 2025, for providing land surveying, engineering and drafting services for the 6<sup>th</sup> Avenue – Union Street to County 22<sup>nd</sup> Street Final Design, including the East Main Canal culvert and Main Drain bridge crossings, and widening improvements and traffic signal design at the intersection of 6<sup>th</sup> Avenue and County 22<sup>nd</sup> Street. Said exhibit is incorporated by reference as though fully set forth again in full.

### SECTION II – SCOPE OF WORK

ENGINEER's scope of work is as described in Exhibit 1.

### SECTION III – ADDITIONAL SERVICES

CITY and ENGINEER understand that it may be necessary, in conjunction with the Project, for ENGINEER to perform or secure the performance of services other than those set forth in the proposal. If the CITY requests additional services, ENGINEER shall advise CITY in writing of the need for additional services and the cost and estimated time to perform the additional services. ENGINEER shall not proceed to perform any such additional service until CITY has determined that such additional service is beyond the scope of the basic services to be provided by ENGINEER and has given its written authorization to proceed. Written approval for performance and compensation for additional services may be granted by the San Luis City Engineer or City Manager. Except as stated in this paragraph, any additional service shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

### SECTION IV – AUTHORITY OF THE SAN LUIS CITY ENGINEER

ENGINEER shall perform all necessary services provided under the Agreement and outlined in the proposal and shall do, perform, and carry out such work in a satisfactory and proper manner as determined by and to the satisfaction of the City Engineer. The City Engineer reserves the right to make changes, additions or deletions, to the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the Agreement. Any changes, additions or deletions to the scope work shall be subject to an approved and executed amendment to the Agreement. The City Engineer is authorized to execute the change orders on behalf of CITY.



### **SECTION V – RESPONSIBILITY OF ENGINEER**

By executing this Agreement, ENGINEER represents and states to CITY that it possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to CITY the services contemplated under this Agreement. ENGINEER further warrants that it will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the Project for which services are rendered under this Agreement.

### **SECTION VI – INDEPENDENT CONTRACTOR**

The Parties to this Agreement agree that ENGINEER, its employees, agents and subcontractors shall be independent contractors with regard to the providing of services under this Agreement and that ENGINEER's employees, agents and subcontractors shall not be considered to be employees or agents of CITY, for any purpose, whatsoever, and will not be entitled to any of the benefits CITY provides for its employees. Rights of the ENGINEER as independent contractor include, but are not limited to, control of the work, manner and methods of the work, and the right to contract with other employers.

Rights of the CITY include, but are not limited to, inspection and approval of the work and the right to contract with others to perform the work.

### **SECTION VII – MATERIALS AND EQUIPMENT**

ENGINEER shall furnish at its own expense all materials and equipment necessary to carry out the terms of this Agreement.

### **SECTION VIII – DIGITAL FILES**

ENGINEER shall furnish copies of all deliverables in digital format. Files shall be compatible with the current versions used by CITY. CITY shall be the owner of the files and owner of all copyrights or other intellectual property rights thereto.

### **SECTION IX – EMPLOYMENT OF PERSONNEL**

ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the work of such personnel.

### **SECTION X – TIME OF PERFORMANCE**

Subject to the provisions of this Agreement, ENGINEER agrees to perform the Project in accordance with the proposal. The services of ENGINEER shall be undertaken and completed in a sequence that ensures their expeditious completion in light of the purpose of this Agreement. Time is of the essence.

The ENGINEER agrees to complete and deliver the design plans, construction cost estimate, project manual, and right-of-way exhibits in accordance with the following submittal schedule:

- 60% Submittal — on or before May 15, 2026
- 90% Submittal — on or before October 15, 2026
- 100% Final Design Submittal — on or before January 31, 2027

The ENGINEER shall complete and submit all final deliverables to the CITY no later than January 31, 2027, unless extended by mutual agreement signed by the Parties.

### **SECTION XI – COMPENSATION**

Subject to the provisions of this Agreement, ENGINEER agrees to perform the work and services specified and outlined in the proposal for an amount not to exceed \$291,455.00, as delineated in the proposal at Exhibit 1, unless specifically authorized by a written amendment to this Agreement executed prior to the commencement of any additional work. ENGINEER shall prepare invoices in accordance with this Agreement and shall submit such invoices to CITY once a month covering the amount and value of the Project satisfactorily performed by ENGINEER up to the date of such invoice.



# City of San Luis

## Engineering Department

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No later than 45 days from the receipt of an invoice, CITY shall pay ENGINEER for work satisfactorily performed on a time and materials basis. Notwithstanding any invoice submitted, no more than \$180,291.40 shall be paid by the CITY prior to June 30, 2026, with the remainder being paid out as detailed herein after July 1, 2026.

If the CITY wants the ENGINEER to travel outside of Yuma County, then it shall be handled as an additional service which shall require a written amendment to this Agreement and shall be subject to all the provisions of this Agreement.

### **SECTION XII – ASSIGNMENT**

ENGINEER shall not assign any duties, responsibilities or obligations under this Agreement without the prior written consent of CITY.

### **SECTION XIII – INDEMNIFICATION**

To the fullest extent permitted by law, ENGINEER agrees to indemnify, protect, defend and hold harmless CITY, its Mayor, Council Members, any and all of its officers, directors, officials, employees, agents, insurers, and indemnitors (“Indemnified Parties”) for, from and against any and all suits, claims, losses, liabilities, damages, costs, expenses and debt, including reasonable attorneys’ fees and costs incurred by the CITY which arise out of, attributable to or caused in whole or in part by acts or omissions of ENGINEER (or its officers, directors, shareholders, agents or employees) including but not limited to injuries to ENGINEER’s employees who may or may not be covered by workers’ compensation insurance; except, to the extent such suits, claims, losses, liabilities, damages, costs, expenses and debt result from acts or omission of the CITY or any Indemnified Parties. This indemnification provision shall apply to suits, claims, losses, liabilities, damages, costs, expenses and debt that are not otherwise covered by the CITY’s Liability Insurance provided for by the Arizona Municipal Risk Pool.

Notwithstanding the foregoing, but without limiting insurance coverage provided by Section 14 of this Agreement, ENGINEER, and its partners, agents and employees, shall not be liable to CITY, whether jointly severally or individually, in excess of the compensation paid by the City to the ENGINEER under any Agreement as a result of any act or omission not amounting to willful or intentional wrong. CITY hereby agrees that to the fullest extent permitted by law, but without limiting insurance coverage provided by Section 14 of this Agreement, ENGINEER shall not be liable to CITY for any special, indirect or consequential damages whatsoever, whether caused by ENGINEER’s negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

### **SECTION XIV – INSURANCE**

#### **A. Insurance Requirements.**

Prior to the beginning and throughout the duration of the work, ENGINEER will maintain insurance in conformance with the requirements set forth below. ENGINEER will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth in this Section Fifteen, then such coverage shall be amended to do so. ENGINEER acknowledges that the insurance coverage and policy limits set forth in this Section Fifteen constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement, the following types and amounts of insurance:

Without in any way limiting ENGINEER’s liability pursuant to the indemnification described above, ENGINEER shall maintain, during the term of this Agreement, the following types and amounts of insurance:

#### Coverage Type

#### Commercial General Liability, including:

Premises and Operations

#### Coverage Amounts- Minimum Limits:

\$1,000,000 Combined Single Limit, per

City of San Luis and Core Engineering Group, PLLC  
6th Avenue – Union Street to County 22nd Street Final Design



# City of San Luis

## Engineering Department

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Contractual Liability	occurrence and \$2,000,000 general aggregate
Personal-Injury Liability	
Independent Contractors Liability	

Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.

<u>Comprehensive Automobile Liability</u> (including, owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit, per Occurrence
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If ENGINEER owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If ENGINEER or ENGINEER's employees use personal motor vehicles in any way on this Project, then ENGINEER shall obtain evidence of personal motor vehicle liability coverage for each such person.

<u>Workers Compensation and Employer's Liability</u>	Statutory \$1,000,000
<u>Professional Liability Errors and Omissions</u>	\$1,000,000 per claim and \$2,000,000 annual aggregate

Except for Workers Compensation and Professional Liability Insurance coverage, such insurance shall include additional endorsements naming CITY and its directors, officers, employees and agents as additional insured with respect to liabilities arising out of the performance of services under this Agreement. ENGINEER shall provide CITY with certificates of insurance documenting that the ENGINEER has obtained the above coverages. Such certifications shall include the required provisions and endorsements required by this Agreement. Such Certificates shall include a statement that insurance may not be canceled without 30 days' prior written notice to CITY by first class mail, postage prepaid, 10 days of notice in the event that cancellation is due to nonpayment of premium.

### B. Certificates of Insurance and Endorsements.

ENGINEER will provide the City with a certificate of insurance and endorsement naming CITY as an additional insured under General Liability and Auto Liability, if applicable. Such liability insurance maintained by ENGINEER shall be primary and non-contributory and any coverage maintained by CITY shall not be expected to contribute to any claims arising from the work under this Agreement. The ENGINEER shall provide these certificates to the CITY within 10 days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured during the term of this Agreement shall occur without 30 days' written notice to CITY prior to the effective date of such cancellation or change in coverage.

## SECTION XV – COMPLIANCE WITH LAWS AND REGULATIONS

Services performed by ENGINEER pursuant to this Agreement shall be performed in accordance with full compliance to all applicable federal, state, and CITY laws and any rules or regulations promulgated under such laws including but not limited to the following Arizona required provisions:

### A. Conflict of Interest

ENGINEER declares that he presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. ENGINEER further declares that in the performance of this Agreement no subcontractor or person having such interest shall be employed.



ENGINEER certifies that, if he hires any employee, no one who has or will have any financial interest in this Agreement is an officer or employee of CITY. The Parties agree that in the performance of the services under this Agreement ENGINEER shall at all times be deemed an independent contractor and not an agent or employee of CITY. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

### B. Employment Eligibility

ENGINEER hereby warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. CITY retains the legal right to inspect the papers of ENGINEER to ensure that ENGINEER complies with this warranty.

### C. San Luis Business License

ENGINEER shall obtain and maintain a San Luis Business License.

## **SECTION XVI – INSPECTION OF WORK**

CITY's representative or its designee shall at all times have the right to inspect the work, services or performance of ENGINEER. ENGINEER shall furnish all reasonable aid and assistance required by CITY for proper examination of the work or services. Such inspection shall not relieve ENGINEER of any obligation to perform such services in accordance with the law or this Agreement.

## **SECTION XVII – NO WAIVER**

ENGINEER agrees that any waiver by CITY of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by ENGINEER shall not be deemed to be a waiver of any term or condition of this Agreement.

## **SECTION XVIII – ATTORNEYS' FEES; COURT VENUE**

Should either Party to this Agreement commence legal action against the other (including a formal judicial proceeding, mediation or arbitration), the case shall be handled in Yuma County, Arizona or United States District Court for the District of Arizona at the election of the plaintiff in such legal action. The Parties waive any right to object to such venue. Nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action. The Party prevailing in such action shall be entitled to reasonable attorneys' fees which shall be fixed by the judge, mediator or arbitrator hearing the case and such fees shall be included in the judgment, together with all costs.

## **SECTION XIX – NOTICES**

A. All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:

- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
- personal delivery by process server or



# City of San Luis

## Engineering Department

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- sent by a nationally recognized courier (e.g., Federal Express, UPS)
- B. Notices for delivery to the OWNER shall be to the attention of the City Engineer, copies to the City Manager, City Attorney, and City Clerk.
- C. Notices for delivery to the ENGINEER shall be to the attention of Douglas J. Nicholls, PE, RLS, 200 E. 16<sup>th</sup> Street, Suite #150, Yuma, Arizona 85364 (or successor statutory agent).

or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective.

### **SECTION XX – TERMINATION**

Either Party may terminate this Agreement upon 30 days' written notice to the other Party. In the event of such termination, CITY shall pay ENGINEER for all services performed to the satisfaction of CITY to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to CITY. In ascertaining the services actually rendered under this Agreement up to the date of termination, consideration shall be given to both completed work and work in the process of completion and to complete and incomplete documents whether delivered to CITY or in the possession of ENGINEER.

### **SECTION XXI – OWNERSHIP OF DOCUMENTS**

Upon completion, termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of ENGINEER.

When ENGINEER creates any copyrightable material or invents any patentable property under this Agreement, CITY shall retain a royalty-free, non-exclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize others to do the same.

### **SECTION XXII – GOVERNING LAW AND SEVERABILITY**

This Agreement shall be administered and interpreted under the laws of Arizona. Jurisdiction of litigation arising from this Agreement shall be in Arizona. If any part of this Agreement is found to conflict with applicable laws, then such part shall be inoperative and void insofar as it conflicts with such laws, but the remainder of the Agreement shall continue to be in full force and effect.

### **SECTION XXIII – HEADINGS**

The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of the provisions of this Agreement.

### **SECTION XXIV – AUTHORITY**

The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement.

### **SECTION XXV – NO THIRD-PARTY BENEFICIARIES**

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

### **SECTION XXVI – NO AGENCY CREATED**

It is not intended by this Agreement to, and nothing contained in this Agreement shall create any agency, partnership, joint venture or other similar arrangement between the Parties.



### **SECTION XXVII – NO PERSONAL LIABILITY**

No member, official or employee of the CITY shall be personally liable to ENGINEER, or any successor or assignee, (a) if any default occurs or breach by the CITY, (b) for any amount which may become due to the ENGINEER or its successor or assign, or (c) under any obligation of the CITY under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of ENGINEER under this Agreement shall be limited solely to the assets of ENGINEER and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of ENGINEER; (ii) the shareholders, members or managers or constituent partners of ENGINEER; or (iii) officers of ENGINEER.

### **SECTION XXVIII – SURVIVAL**

All representations and warranties of ENGINEER, ENGINEER's indemnity, hold harmless and defense obligations shall survive the expiration or earlier termination of the Agreement.

### **SECTION XXIX – TIME OF THE ESSENCE**

Time is of the essence in this Agreement and ENGINEER agrees to use the utmost diligence and dispatch to speedily to have all the work specified in this Agreement entirely completed within 180 days of issuance of Notice to Proceed. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of the ENGINEER of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

### **SECTION XXX – FURTHER ACTS**

Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

### **SECTION XXXI – CERTIFICATION**

- A. **SAFETY.** The ENGINEER expressly agrees that it shall be solely responsible for supervising its employees and that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the federal Occupational Safety and Health Act (known as OSHA) and any occupational safety and health act of Arizona including but not limited to training provisions of personal protective equipment; adherence to all appropriate lockout-tagout procedures and providing all notices, safety data sheets, etc., as required by the right-to-know standard.
- B. **NO BOYCOTT OF ISRAEL.** The ENGINEER certifies, to the extent permitted by law, that it does not participate in and agrees not to participate in during the term of this Agreement in a boycott of Israel under A.R.S. § 35-393.01.
- C. **NO FORCED LABOR OF THE ETHNIC UYGHURS.** Under A.R.S. § 35-394, CONTRACTOR certifies, to the extent permitted by law, that it does not currently, and agrees for the duration of this Agreement that it will not, use:
  1. The forced labor of ethnic Uyghurs in the People's Republic of China.
  2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
  3. 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.

By signing this Agreement, the ENGINEER certifies in writing that if the ENGINEER becomes aware during the term of the Agreement that the ENGINEER is not in compliance with the written certification, the ENGINEER shall notify the CITY within five business days after becoming aware of the noncompliance. If the ENGINEER does not provide the CITY with a written certification that the ENGINEER has remedied the noncompliance within one hundred eighty days after notifying the CITY of the noncompliance, the Agreement terminates, except that if the Agreement termination date occurs before the end of the remedy period, the Agreement terminates on the Agreement termination date.



**SECTION XXXII – FORCE MAJEURE**

If ENGINEER or CITY are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, “force majeure” means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. Examples of “force majeure” include, but are not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars, pandemic, either state or federally mandate health and safety matters or material changes in applicable business laws or regulations.

**SECTION XXXIII – COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document. ENGINEER shall submit their wet ink signature to the CITY for recording purposes.

**SECTION XXXIV – ENTIRE AGREEMENT**

This Agreement, including its Exhibit(s), represents the entire understanding of CITY and ENGINEER as to those matters contained in this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both Parties.

The Parties have executed this Agreement in Yuma County, Arizona, on the day and year set forth above, which is the day the last Party signed this Agreement. The original Agreement will be filed with the City of San Luis Clerk. The ENGINEER agrees that this Agreement, as negotiated, is for the stated work and understands that payment for the total work will be made on the basis of the indicated amount. The CITY shall pay to the ENGINEER, as full consideration for the faithful performance of the Agreement, subject to any additions or deductions as provided in the PROJECT documents, the sum of \$291,455.00.

**City of San Luis, Arizona**

\_\_\_\_\_  
Tadeo Azael De La Hoya, Vice Mayor

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

**Approved As to Form:**

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

**Core Engineering Group, PLLC**

\_\_\_\_\_  
Douglas J. Nicholls, PE, RLS

Date: \_\_\_\_\_



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

7. B.

**Meeting Date:** 11/19/2025

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding a settlement agreement with Spartan Truck Company, Inc., regarding an inoperable solid waste truck. **(Eulogio Vera, Public Works Director)**

#### SUMMARY:

In 2022, the city purchased a solid waste truck from RWC International. Due to the COVID-19 pandemic, which caused supply chain disruptions, the manufacturer of solid waste trucks was affected. The shortage of solid waste trucks on the market continued into 2022. The Public Works Department was unable to find the usual reliable brands of trucks on the market. Also, anything that came up on the market was high-priced. A vendor that the city used regularly, RWC International, had an unfamiliar brand of truck available, Dennis Eagle. The side-loading packer for the truck was a familiar and reliable brand, Spartan Truck Company. However, despite numerous attempts and expert diagnostics, the combination never proved effective. The truck was inoperable and was never able to complete a single route.

Once it was clear that nothing was working to make the truck operable, the city refused delivery. Later, the city sent a demand to RWC International (the seller), Dennis Eagle (the truck company), and Spartan (the side loader packer company). Spartan offered to settle, basically by buying the truck. The settlement is for \$220,000.00, which is in line with today's prices for a similar truck. Spartan will also arrange for and pay for the tow to Casa Grande, Arizona. Credit goes to Spartan, our Outside Counsel, Ashley and Denis Fitzgibbons, and the leadership team in Public Works.

Attached is the settlement agreement signed by Spartan.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE SETTLEMENT AGREEMENT WITH SPARTAN TRUCK COMPANY, INC.**

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:**

Yes

**CITY/STATE/FEDERAL FUNDS:**

City

**TOTAL:**

The City will receive \$220,000 in exchange for a non-functioning Trash Truck

**BUDGETED AMOUNT:**

Not Applicable

**AVAILABLE AMOUNT TO TRANSFER:**

Not Applicable

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** Not Applicable

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

No separate statement.

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**Attachments**

Settlement Agreement

Photo of Truck 1

Photo of Truck 2

Photo of Truck 3

Photo Truck 4

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## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (this “Agreement”) is entered into as of November 6, 2025 (the “Effective Date”), by and between SPARTAN TRUCK COMPANY, INC, a foreign California corporation (“Spartan”), and the CITY OF SAN LUIS, an Arizona municipal corporation (“City”). The City and Spartan may be referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

- A. In 2022, the City purchased a product from RWC International, specifically the Spartan 300 ASL Body and the Dennis Eagle Proview, Serial Number 1D92EJGBXMG791056 (the “Refuse Truck”).
- B. On November 7, 2022, Spartan delivered the Refuse Truck to the City.
- C. Upon use of the Refuse Truck, the City learned the Refuse Truck had an issue whereby the chassis would go into “limp mode” and become inoperable.
- D. On December 11, 2024, the City sent a demand to Spartan, RWC International, and Dennis Eagle, outlining their claim and damages incurred for the Refuse Truck that failed to work properly (the “Claim”).
- E. It is the desire of the Parties, and each of them, to resolve all existing disputes among them concerning the Claim without further litigation or delay.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties have made this Agreement in order to resolve the disputes among them according to the terms and conditions herein.

- 1. **Incorporation of Definitions and Recitals.** All of the foregoing Recitals and definitions are incorporated by reference as though set forth fully herein.
- 2. **No Admissions of Liability.** The Parties understand and agree that this Agreement is a compromise and settlement of any and all disputed claims asserted by the City in the Claim and unasserted counterclaims by Spartan, and that it shall not be construed to be an admission of liability or wrongdoing by any Party.
- 3. **Cash Payment by Spartan to the City.** The Parties agree that Spartan shall pay or cause to be paid \$220,000.00 to the City, payable within ten (10) business days from full execution of this Agreement. The City will provide written receipt of this payment to Spartan within five (5) days of payment.

4. **Other Consideration.**

- a. In exchange for the monetary payment set forth in Section 3, the City shall transfer, assign, and relinquish all rights, title, and interest in the Refuse Truck. The City shall execute any and all documents necessary to effectuate the transfer of title, including, but not limited to, the transfer of the title document. The City shall deliver said documents to Spartan within five (5) days of receipt of payment.
- b. Spartan will arrange to tow the Refuse Truck and transport it to Spartan's location in Casa Grande, AZ, at Spartan's expense.
- c. The City will not pursue a lawsuit of its Claim against Spartan, RWC International, or Dennis Eagle.

5. **Release.** Upon execution of this Agreement, and in consideration of the mutual covenants and promises contained in this Agreement, withdrawal of the Claim, and the other consideration provided by the mutual covenants and releases in this Agreement, the sufficiency of which are hereby acknowledged, the Parties release and forever discharge each other, together with their predecessors and successors, and, to the maximum extent applicable, their employees, elected officials, appointed officials, affiliates, officers, directors, members, managers, attorneys, insurers and all persons who acted on their behalf, of and from any and all liability, claims, demands, and causes of action arising out of the Claim and unasserted counterclaims arising in connection therewith, or any of their actions that were or may have been the subject matter of same ("Release"). This Release includes all unknown claims, matured or unmatured, in addition to the claims of which the Parties are presently unaware related to the Claim or unasserted counterclaim. Except as specifically set forth herein, this Release does not release the Parties or their predecessors or successors from their respective obligations to each other under this Agreement.

This Release includes any claims arising out of any other agreement(s) related to the Refuse Truck regarding all parties involved, including Spartan Truck Company, Inc. and Spartan Truck Manufacturing, Inc..

6. **General Terms.**

- a. Attorneys' Fees Related to the Claim and Preparing Agreement. Each Party shall bear its own costs and attorneys' fees incurred with reference to the Claim and the negotiation and preparation of this Agreement.
- b. Attorneys' Fees for Dispute Regarding Agreement. In the event either Party hereto employs legal counsel and brings an action at law, arbitration or other proceedings against any other Party to enforce any of the terms, covenants, or conditions hereof, the Party prevailing in such action or proceeding shall be paid all reasonable attorneys' fees by the other Party, and in the event any judgment is secured by such prevailing Party, all such reasonable attorneys' fees shall be included in any such judgment.

- c. Construction. The terms and provisions of this Agreement represent the results of the negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law that would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement would be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement of any earlier draft of same.
- d. Section Headings. The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.
- e. Jurisdiction and Venue. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles) and any suit brought to enforce this Agreement may only be brought in the Superior Court of Arizona, in and for Pinal County.
- f. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the settlement of claims and supersedes all other agreements, memoranda or understandings respecting the same, whether written or oral, and may only be amended in writing
- g. Time is of the Essence. Time is of the essence of this Agreement and each provision hereof.
- h. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures transmitted by facsimile or other commercially acceptable electronic means (including but not limited to "PDF") shall be deemed to be original signatures and fully enforceable.
- i. No Influence. The Parties agree and acknowledge that no representation of any kind concerning any subject has been made to them by any other Party, hereby released or by any agent, representative, or attorney of any such Party, that has in any way influenced the undersigned's decision to enter into this Agreement, other than as expressly set forth in this Agreement.
- i. No Third-Party Beneficiaries. This Agreement is entered into for the mutual benefit of the Parties hereto only. Nothing herein shall be construed to be for the benefit of

any third party, nor is it intended that any provision shall be for the benefit of, or enforceable by, any third party.

- j. Waiver. No waiver by either Party of any condition, or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver by such Party.
- k. Counterparts. This Agreement may be executed and delivered in multiple counterparts and each counterpart so delivered which bears an original or facsimile signature of a Party hereto shall be binding as to such Party, and all counterparts together shall constitute one original and the same instrument.
- l. Termination for Conflicts of Interest. The Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511.
- m. Effect of Agreement. The Agreement constitutes a full settlement and compromise of the City's Claim.
- n. Severability. If any clause, sentence, or other portion of the terms of this Agreement is found illegal, null, or void for any reason by a court of competent jurisdiction, the remaining portions will remain in full force and effect.
- o. Dispute Resolution. In the event of any dispute arising out of or relating to this Agreement, the Parties agree to non-binding mediation with and the costs of which shall be split equally between the Parties. Either Party may provide notice of a dispute to the other Party, at which time the dispute will be scheduled for mediation. If mediation is unsuccessful, either Party may file a lawsuit in the Yuma County Superior Court, which is the exclusive venue for litigation.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY OF SAN LUIS, a Municipal Corporation

By \_\_\_\_\_  
Nieves Riedel  
Mayor

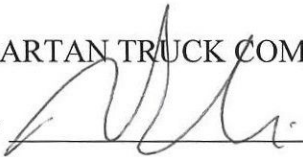
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sonia Cornelio  
City Clerk

\_\_\_\_\_  
Kay Marion Macuil  
City Attorney

SPARTAN TRUCK COMPANY, INC.

By  \_\_\_\_\_

Its \_\_\_\_\_





DENNIS

CITY OF SAN DIEGO  
SOLID WASTE  
1056

R TAN

Exhaust  
Air  
Coupler



SPARTAN



**SLOW DOWN**  
TO GET AROUND

**SPARTAN**  
SOLID WASTE

**CAUTION**  
VEHICLE STOPS AND BACKS FREQUENTLY

1056

**SPARTAN**  
TRUCK COMPANY, INC.  
602-584-5001  
WWW.SPARTANTRUCK.COM



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

7. C.

**Meeting Date:** 11/19/2025

**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

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#### ITEM:

Discussion and possible action on any and all matters regarding the B Street and Main Street Traffic Signal Equipment Purchase and Installation. **(Manuel Hernandez, Assistant Director of Public Works)**

#### SUMMARY:

##### Construction

Public Works is requesting the Mayor's and City Council's approval to award a construction services contract to Westmoor Electric, Inc. ("Westmoor Electric"), a local vendor, for the installation of city-furnished traffic signal equipment at the intersection of B Street and Main Street, in the amount of \$218,350.00. The cost is under the \$292,800 threshold that would require bidding under state law A.R.S. § 34-201. Westmoor Electric is uniquely positioned to provide prompt, efficient, and effective services, avoiding additional costs associated with formal bidding, as demonstrated by their recent installations of traffic signals at County 22nd Street and 4th Avenue, and County 22nd Street and Sidewinder Road, as well as their current installation at Urtuzuastegui Street and William Brooks Avenue. Therefore, staff is requesting that formal procurement procedures be waived pursuant to the San Luis City Code on Purchasing § 3.05.010 (F).

##### Materials

Within this agenda item, Public Works is also requesting authorization to purchase traffic signal equipment and materials, including poles, mast arms, and luminaries, from Clark Transportation Solutions in the amount of \$96,939.71. This procurement will advance ordering to address approximately four months of lead time. Maricopa County has awarded Clark Transportation Solutions a purchasing agreement, and this purchase is being procured by piggybacking on this cooperative agreement, as allowed under the San Luis City Code on Purchasing § 3.05.090, Cooperative Purchasing.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO ACCEPT CONSTRUCTION SERVICES FROM WESTMOOR ELECTRIC, INC. FOR THE INSTALLATION OF TRAFFIC SIGNAL EQUIPMENT AT THE INTERSECTION OF B STREET AND MAIN STREET IN THE AMOUNT OF \$218,350.00; TO WAIVE FORMAL BIDDING PROCUREMENT PROCEDURES FOR THE REASONS PRESENTED; AND TO APPROVE THE PURCHASE OF TRAFFIC SIGNAL MATERIALS AND EQUIPMENT FROM CLARK TRANSPORTATION SOLUTIONS IN THE AMOUNT OF \$96,939.71 UTILIZING MARICOPA COUNTY COOPERATIVE AGREEMENT.**

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**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** Yes  
**CITY/STATE/FEDERAL FUNDS:** City  
**TOTAL:** \$96,939.71 + \$218,350.00 =  
\$315,289.71  
**BUDGETED AMOUNT:** \$600,000.00  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** GL account Highway User  
Fund 200-210-90010 Capital  
Outlay - Improvement Roads  
Balance \$872,418.02

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

This is a budgeted project for FY2026.  
Project Name: Main Street & B Intersection Improvements  
Project No.: 2025032  
Approved Budget: \$600,000.00

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**Attachments**

Draft Contract  
Westmoor Electric Proposal B St and Main St Traffic Signal  
Clark Traffic Signal updated proposal  
220205-Contract Clark Electric Sales 11-05-25

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# City of San Luis

## Department of Public Works

• Administration • Streets • Water • Wastewater • Solid Waste • Fleet Services • Facilities •

### AGREEMENT FOR THE CONSTRUCTION OF CITY OF SAN LUIS B STREET AND MAIN STREET TRAFFIC SIGNAL INSTALLATION

This agreement ("Contract") is made and entered into this \_\_\_\_ day of November \_\_\_\_ 2025, by and between:

Westmoor Electric, Inc. 1636 E. 20 <sup>th</sup> Street Yuma, Arizona 85365  an Arizona for-profit corporation ("Contractor") and	City of San Luis 1090 East Union Street [ <i>physical address</i> ] P.O. Box 3750 [ <i>mailing address</i> ] San Luis, Arizona 85349  an Arizona municipal corporation ("City" or "City of San Luis")
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The Contractor and City may be referred to individually as the "Party" and collectively as the "Parties." All defined words in the document titled "General Conditions of the Contract" ("General Conditions"), which was provided in the City's Request for Proposal ("RFP"), shall have the same meaning in this Contract unless otherwise specified in this Contract. Any term defined in the General Conditions and used in this Contract shall be interpreted as per the definition provided in the General Conditions.

**WHEREAS**, the Scope of Work requires the Contractor to furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work for the City of San Luis – B Street and Main Street Traffic Signal Project ("Project"), per the Contractor's proposal of August 14, 2025 ("Proposal") and to completely and totally remove and install the materials therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its engineers ("ENGINEERS"), or the ENGINEERS' properly authorized agents and strictly pursuant to and in conformity with the plans and specification prepared by the ENGINEERS, and with such modifications of the same and other documents that the City may make through the ENGINEERS or the ENGINEERS' properly authorized agents, as provided herein; and

**NOW, THEREFORE**, the above recitals are incorporated into this Contract. In consideration of the City paying the sum of \$218,350.00 to the Contractor and the Contractor constructing the B Street and Main Street Traffic Signal Project and other work incidental in the manner and at the time provided in this Contract, and in consideration of the other mutual benefits and obligations contained in this Contract, the Parties agree as follows:

**ARTICLE 1 - PARTICIPANTS AND PROJECT**

<b>CITY:</b>	Jenny Torres, Acting City Manager City of San Luis, Arizona Telephone: (928) 341-8520 E-mail: <a href="mailto:jtorres@sanluisaz.gov">jtorres@sanluisaz.gov</a>
<b>CITY PROJECT MANAGER:</b>	Manuel Hernandez, Assistant Director of Public Works City of San Luis Telephone: (928) 341-8577 E-mail: <a href="mailto:mhernandez@sanluisaz.gov">mhernandez@sanluisaz.gov</a>
<b>CONTRACTOR:</b>	Nate Schug, President Westmoor Electric, Inc. Telephone: (928) 726-2200 E-mail: <a href="mailto:nate@weyuma.com">nate@weyuma.com</a>
<b>CONTRACTOR MANAGER:</b>	Nate Schug, President Westmoor Electric, Inc. Telephone: (928) 726-2200 E-mail: <a href="mailto:nate@weyuma.com">nate@weyuma.com</a>
<b>PROJECT ENGINEER / DESIGNER:</b>	Kimley Horn Telephone: (602) 944-5500
<b>PROJECT DESCRIPTION:</b>	City of San Luis, B Street and Main Street Traffic Signal
<b>PROJECT LOCATION:</b>	B Street and Main Street Intersection

**ARTICLE 2 - CONTRACT DOCUMENTS**

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

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

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

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

### **ARTICLE 3 - DESIGN PHASE SERVICES**

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

### **ARTICLE 4 - CONSTRUCTION SERVICES**

#### 4-1 General.

- 4-1.01 The Contractor agrees, at its own cost and expense, to do all Work (as defined in the General Conditions) necessary and required to fully, timely, and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.
- 4-1.02 The Contractor shall provide all the labor and materials and perform the Work in accordance with Section 4 of the General Conditions. Below are some but not all of the major components of the construction services and the corresponding subsections of Section 4 of the General Conditions.
- 4-1.03 At all times relevant to this Contract and performance of the Work, the Contractor shall fully comply with all laws, regulations, or legal requirements applicable to the City, the Project, and the Contract, including, without limitation, those set forth in the General Conditions.
- 4-1.04 The Contractor shall perform the Work under this Contract using only those firms, team members, and individuals designated by Contractor consistent with the Contractor's accepted proposal, or otherwise, approved by the City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.
- 4-1.05 The Contractor shall comply with all terms and conditions of the General Conditions.
- 4-1.06 The terms of this Contract shall govern in the event of a conflict between it and the General Conditions or any exhibit to the Contract or appendix to the General Conditions.
- 4-1.07 For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings, and other information or matter in whatever form created (e.g., electronic or printed) and in all media now known or in the future created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If, for any reason, any such Work is found not to be a Work Made for Hire, the Contractor, by entering into this Contract, transfers and assigns ownership of the copyright in such Work to the City. Notwithstanding anything to the contrary in this

Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of the City. The rights in this Section are exclusive to the City in perpetuity.

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

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

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

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

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

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

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

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

## **ARTICLE 5 - CITY'S RESPONSIBILITIES**

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

## ARTICLE 6 - CONTRACT TIME

### 6-1 Contract Time.

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

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

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

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

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

### 6-3 Final Completion and Final Acceptance.

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

### 6-4 Liquidated Damages.

6-4.01 The Contractor acknowledges and agrees that if the Contractor fails, neglects, or refuses to obtain the Final Completion of the Work within ninety (90) days, the City will sustain extensive damages and serious loss as a result of such failure. The Contractor agrees to pay the City liquidated damages for delay in the sum of \$490 for each consecutive calendar Day after the ninety (90) days have expired and the Final Completion of Work is not achieved. The Parties agree that the stated liquidated damages are reasonable to compensate the City and not as punitive damages. (The sum of \$490 per day is consistent with Section 6.4 of the General Conditions and its reference to Subsection 108.9 of the 2016 City of San Luis Supplement to the 2015 MAG Uniform Standard Specification for Public Works Construction.)

6-4.02 The City may deduct liquidated damages described in Subsection 6-4.01 above from any unpaid amounts then or thereafter due to the Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the highest lawful rate of interest payable by the Contractor.

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

## **ARTICLE 7 - CONTRACT PRICE**

### 7-1 Contract Price.

7-1.01 In exchange for the Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, the City will pay the Contractor the Contract Price (as defined by Section 2.6 of the General Terms), which is two hundred and eighteen thousand, three hundred and fifty U.S. dollars (\$218,350.00).

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

## **ARTICLE 8 - PAYMENT**

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

## **ARTICLE 9 - CHANGES TO THE CONTRACT**

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

## **ARTICLE 10 - TERMINATION**

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

## **ARTICLE 11 - INSURANCE AND BONDS**

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

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

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

## **ARTICLE 12 - INDEMNIFICATION**

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

## **ARTICLE 13 - DISPUTE RESOLUTION**

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

## **ARTICLE 14 - MISCELLANEOUS PROVISIONS**

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

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

## **ARTICLE 15 - COUNTERPARTS**

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

## **ARTICLE 16 - AUTHORITY**

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

*[Intentionally left blank. Signature page follows.]*





**WESTMOOR ELECTRIC, INC.**

August 14, 2025

## PROPOSAL

### Traffic Signal Installation / Main St at B St. San Luis, AZ

We propose to install City of San Luis furnished traffic signal equipment at the intersection of Main St. and B St. in San Luis, AZ, including:

- Traffic signal poles and mast arms
- Traffic / pedestrian signals
- Meter pedestal
- Control cabinet and controller
- Battery back-up system
- Video detection
- Concrete foundations for poles and cabinets
- Conduit systems for conductors including boring across 3 streets
- APS conduit for power

Price: \$218,350.00

City of San Luis to provide concrete and asphalt removal and replacement. We will acquire building permit.

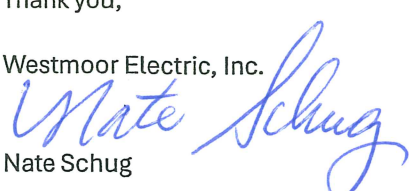
Westmoor Electric, Inc. will provide traffic control. We will load and transport City furnished equipment from the City storage yard to the project site. We will assist and advise if needed with the ordering of equipment to ensure the correct equipment is obtained.

All work will be performed in accordance with San Luis, AZ, Yuma County, NEC, and APS codes and specifications.

Please contact us if you have any questions or comments.

Thank you,

Westmoor Electric, Inc.

  
Nate Schug



20827 N. Cave Creek Rd., Suite 105  
 Phoenix AZ 85024  
 Ph: (480) 347-9765 Fax: (480) 284-7628

Quote

Date	Quote #
Oct 14, 2025	17652

Name / Address
MANUEL HERNANDEZ CITY OF SAN LUIS 1090 E. UNION STREET P.O. BOX 7740 SAN LUIS AZ 85349 Phone: (928) 341-8577 Fax: (928) 341-8549

Rep
MIKE DE LA PIEDRA

Project
B STREET AND MAIN STREET

**Remarks:**

APPROVED SUBMITTAL WILL BE REQUIRED.

Qty	UM	MFG	Type	Part Number	Price	Total
1	E	VAL		ADOT-RL-FP TYPE R POLE 30FT, DUNN EDWARDS DE6077 DEEP BROWN RAL 8025 PAINT COLOR	\$20,511.00	\$20,511.00
1	E	AM		ADOT A/B TYPE R 2" X 70" PLATE	(included)	-
1	E	VAL		RH27AC-FP RENAISSANCE AC2 STEEL CLAMSHELL DECORATIV BASE COVER, DUNN EDWARDS DE6077 DEEP BRO RAL 8025 PAINT COLOR	(included)	-
1	E	VAL		ADOT-SMA-45L-TR1-FP 45FT SMA, TR1 MITIGATOR (PAINTED GRAY), DUNN EDWARDS DE6077 DEEP BROWN RAL 8025 PAINT COLOR	(included)	-
1	E	VAL		ADOT-LMA-10L-FP 10FT LMA, STEEL DUNN EDWARDS DE6077 DEEP BROWN RAL 8025 PAINT COLOR	(included)	-
2	E	VAL		ADOT-A-16L-FP TYPE A POLE 16FT, DUNN EDWARDS DE6077 DEEP BROWN RAL 8025 PAINT COLOR	\$1,607.00	\$3,214.00
2	E	AM		ADOT A/B TYPE A 1" X 35" PLATE	(included)	-
2	E	VAL		RL16A0-FP RENAISSANCE A01 STEEL SLIP OVER DECORATIVE BASE COVER, DUNN EDWARDS DE6077 DEEP BRO RAL 8025 PAINT COLOR	(included)	-
1	E	VAL		ADOT-QL-FP TYPE Q POLE 30FT, DUNN EDWARDS DE6077 DEEP BROWN RAL 8025 PAINT COLOR	\$15,127.00	\$15,127.00
1	E	AM		ADOT A/B TYPE Q 2" X 70" PLATE	(included)	-
1	E	VAL		RH27AC-FP RENAISSANCE AC2 STEEL CLAMSHELL DECORATIV BASE COVER, DUNN EDWARDS DE6077 DEEP BRO RAL 8025 PAINT COLOR	(included)	-
1	E	VAL		ADOT-SMA-25L-TR1-FP 25FT SMA, TR1 MITIGATOR (PAINTED GRAY), DUNN EDWARDS DE6077 DEEP BROWN RAL 8025 PAINT COLOR	(included)	-



20827 N. Cave Creek Rd., Suite 105  
Phoenix AZ 85024  
Ph: (480) 347-9765 Fax: (480) 284-7628

Date	Quote #
Oct 14, 2025	17652

Qty	UM	MFG	Type	Part Number	Price	Total
1	E	VAL		ADOT-LMA-10L-FP 10FT LMA, STEEL DUNN EDWARDS DE6077 DEEP BROWN RAL 8025 PAINT COLOR	(included)	-
1	E	VAL		ADOT-QL-FP TYPE Q POLE 30FT, DUNN EDWARDS DE6077 DEEP BROWN RAL 8025 PAINT COLOR	\$15,825.00	\$15,825.00
1	E	AM		ADOT A/B TYPE Q 2" X 70" PLATE	(included)	-
1	E	VAL		RH27AC-FP RENAISSANCE AC2 STEEL CLAMSHELL DECORATIV BASE COVER, DUNN EDWARDS DE6077 DEEP BRO RAL 8025 PAINT COLOR	(included)	-
1	E	VAL		ADOT-SMA-35L-TR1-FP 35FT SMA, TR1 MITIGATOR (PAINTED GRAY), DUNN EDWARDS DE6077 DEEP BROWN RAL 8025 PAINT COLOR	(included)	-
1	E	VAL		ADOT-LMA-10L-FP 10FT LMA, STEEL DUNN EDWARDS DE6077 DEEP BROWN RAL 8025 PAINT COLOR	(included)	-
1	E	VAL		ADOT-JL-FP TYPE J POLE 21FT DUNN EDWARDS DE6077 DEEP BROWN RAL 8025 PAINT COLOR	\$15,049.00	\$15,049.00
1	E	AM		ADOT A/B TYPE J 2" X 70" PLATE	(included)	-
1	E	VAL		RH27AC-FP RENAISSANCE AC2 STEEL CLAMSHELL DECORATIV BASE COVER, DUNN EDWARDS DE6077 DEEP BRO RAL 8025 PAINT COLOR	(included)	-
1	E	VAL		ADOT-SMA-35L-TR1-FP 35FT SMA, TR1 MITIGATOR (PAINTED GRAY), DUNN EDWARDS DE6077 DEEP BROWN RAL 8025 PAINT COLOR	(included)	-
1	E	VAL		ADOT-PL-FP PED POST, FINISH PAINT, DUNN EDWARDS DE6077 BROWN RAL 8025 PAINT COLOR	\$640.00	\$640.00
1	E	AM		ADOT A/B PED POST .75" X 24" PLATE	(included)	-
1	E	VAL		ADOT-GL-3-FP TYPE G POLE 30FT, 3 GA, FOR UP TO 20FT LMA, DU EDWARDS DE6077 DEEP BROWN RAL 8025 PAINT COLOR	\$5,676.00	\$5,676.00
1	E	VAL		ADOT-LMA-10L-FP 10FT LMA, STEEL DUNN EDWARDS DE6077 DEEP BROWN RAL 8025 PAINT COLOR	(included)	-
1	E	VAL		RH22AC RENAISSANCE AC2 STEEL CLAMSHELL DECORATIV BASE COVER, DUNN EDWARDS DE6077 DEEP BRO RAL 8025 PAINT COLOR	(included)	-
1	E	AM		ADOT A/B TYPE G STEEL 1.25" X 52" PLATE	(included)	-
4	E	EVOL-RDW		ERL2016C530A8025L 114W, 15300 LUMENS, 120-277V, 3000K, 7-PIN PE RECEPT., RAL 8025, TOOL-LESS ENTRY.	\$582.00	\$2,328.00
1	E	EVOL-RDW		ONE-TIME PAINT SET UP FEE CUSTOM PAINT SET UP FEE	\$500.00	\$500.00
4	E	SOUTHERN		IISNS 6FT 6IN X 24IN, CP6-624SRLNNAAD3	\$2,496.00	\$9,984.00



20827 N. Cave Creek Rd., Suite 105  
 Phoenix AZ 85024  
 Ph: (480) 347-9765 Fax: (480) 284-7628

Date	Quote #
Oct 14, 2025	17652

Qty	UM	MFG	Type	Part Number	Price	Total
4	E	SOUTHERN		RIGID BRACKET	(included)	-
4	E	SOUTHERN		PELCO-AS-0142-21-120--SS-PNC	(included)	-
1	E	CTS		SHIPPING	\$8,085.71	\$8,085.71
				SALES TAX PHX		
				9.1%		

<b>TOTAL:</b>	<b>\$96,939.71</b>
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**Notes:**

MCDOT COOPERATIVE CONTRACT 230200

- | Mfg Terms: | Freight Allowance   | Minimum Order   |
|------------|---|-----------------|
| AM         | A&M NUT & BOLT<br>Plus Freight  |                 |
|            | ANCHOR BOLTS ARE WILL CALL IN PHOENIX. ADDITIONAL CHARGES WILL BE ADDED FOR SHIPPING IF REQUIRED.<br>ESTIMATED LEAD TIME IS 2-4 WEEKS BUT MAY INCREASE DUE TO SUPPLY CHAIN ISSUES<br>ANCHOR BOLTS FOR ADOT TESTING PURPOSES ARE NOT INCLUDED.<br>PRICING VALID FOR 30 DAYS.<br>A RESULTING PO SHOULD BE MADE OUT TO CLARK TRANSPORTATION SOLUTIONS.   |                 |
| CTS        | CLARK TRANSPORTATION SOLUT<br>PO ISSUED TO CLARK TRANSPORTATION SOLUTIONS.  | Freight Allowed |
| GE 2       | GE LIGHTING<br>ESTIMATED LEAD TIME IS 8-12 WEEKS BUT MAY INCREASE DUE TO SUPPLY CHAIN ISSUES  | Plus Freight    |
|            | PE CELL/SHORTING CAP NOT INCLUDED WITH FIXTURE UNLESS SPECIFICALLY LISTED<br>FREIGHT ALLOWED FOR ORDERS OVER \$3,500.<br>STANDARD GE LIGHTING TERMS AND CONDITIONS APPLY<br>PRICING VALID FOR 30 DAYS. PRICING SUBJECT TO IMMEDIATE INCREASE IF TARIFF GO I EFFECT.<br>PO ISSUED TO GE LIGHTING C/O CLARK .   |                 |
| SOUTHERN   | SOUTHERN MANUFACTURING<br>FREIGHT PREPAY AND ALLOWED, FOB DESTINATION<br>ESTIMATED LEAD TIME IS 22-26 WEEKS BUT MAY INCREASE DUE TO SUPPLY CHAIN ISSUE<br>SUBMITTAL DRAWINGS 2 WEEKS AFTER RECEIPT OF PO<br>PRICE VALID FOR 30 DAYS<br>NET 30 DAYS ON APPROVED CREDIT   | Freight Allowed |
| VAL        | VALMONT INDUSTRIES<br>VALMONT STANDARD TERMS AND CONDITIONS APPLY.<br>THIS QUOTATION EXPIRES 30 DAYS FROM THE DATE SHOWN ABOVE. PRICING SUBJECT IMMEDIATE INCREASE IF TARIFF GO INTO EFFECT. ORDER MUST BE RELEASED WITHIN 60 FROM TIME OF RECEIPT OF PO.<br>ESTIMATED LEAD TIME IS 18-20 WEEKS BUT MAY INCREASE DUE TO SUPPLY CHAIN ISSUE<br>BREAKAWAY BASES MAY BE UP TO 1 YEAR LEAD TIME | Freight Allowed |
|            | SUBMITTALS/CALCULATIONS, IF REQUIRED, WILL TAKE 2-3 WEEKS AFTER RECEIPT OF PU ORDER.<br>THIS LEAD TIME MAY BE DIFFERENT AT TIME OF RELEASE.<br>A RESULTING PURCHASE ORDER WILL BE MADE OUT TO VALMONT C/O CLARK TRANSPO SOLUTIONS.  |                 |



**CLARK**

**Transportation Solutions**

20827 N. Cave Creek Rd., Suite 105  
Phoenix AZ 85024

Ph: (480) 347-9765 Fax: (480) 284-7628

FOB VALMONT FACTORY/FULL FREIGHT ALLOWED, NET 30 TERMS.

Quote

Date	Quote #
Oct 14, 2025	17652

**SERIAL 220205-C      TRAFFIC SIGNAL HEADS AND COMPONENTS**

**DATE OF LAST REVISION: November 05, 2025    CONTRACT END DATE: June 30, 2026**

**CONTRACT PERIOD THROUGH JUNE 30, ~~2024~~ ~~2025~~ 2026**

TO:                    All Departments

FROM:                Office of Procurement Services

SUBJECT:            Contract for **TRAFFIC SIGNAL HEADS AND COMPONENTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 15, 2023 (Eff. 07/01/2023)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



---

Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

**RB/mm**  
Attach

Copy to:            Office of Procurement Services  
                          Martie Billings, MCDOT  
                          Efren Guevara, MCDOT  
                          **Caitlin Brady, MCDOT**

(Please remove Serial 180249-C from your contract notebooks)

**CLARK ELECTRIC SALES INC, 20827 N CAVE CREEK ROAD SUITE #105, PHOENIX, AZ 85024**

COMPANY NAME:	Clark Electric Sales, Inc.
DOING BUSINESS AS (dba):	Clark Transportation Solutions
MAILING ADDRESS:	20827 N Cave Creek Rd, Suite 105, Phoenix, AZ 85024
REMIT TO ADDRESS:	20827 N Cave Creek Rd, Suite 105, Phoenix, AZ 85024
TELEPHONE NUMBER:	480-347-9765
FAX NUMBER:	480-284-7628
WWW ADDRESS:	www.clarktransportationsolutions.com
REPRESENTATIVE NAME:	Scott Clark
REPRESENTATIVE TELEPHONE NUMBER:	480-347-9765
REPRESENTATIVE EMAIL ADDRESS	scott.clark@clark-inc.com

	<b>YES</b>	<b>NO</b>	<b>REBATE</b>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

NET 30 DAYS

**1<sup>st</sup> call for all Traffic Signal Head Types and Pedestrian Signal Heads.**

**Estimated Quantities**

Title	Unit Price	Unit Price Eff. 06/26/25	Qty	UofM	Bidder Notes
48 or More Traffic Signal Heads Type "F"	\$532.00	<b>\$548.00</b>	48	each	Manufacturer Name: McCain Model Number: F with II Mount
12 or More Traffic Signal Heads Type "G"	\$763.00	<b>\$786.00</b>	12	each	Manufacturer Name: McCain Model Number: G with II Mount
16 or More Traffic Signal Heads Type "G"	\$652.00	<b>\$672.00</b>	16	each	Manufacturer Name: McCain Model Number: G
16 or More Traffic Signal Heads Type "R"	\$538.00	<b>\$555.00</b>	16	each	Manufacturer Name: McCain Model Number: R with II Mount
96 or More Traffic Signal Heads Type "F"	\$421.00	<b>\$434.00</b>	96	each	Manufacturer Name: McCain Model Number: F
16 or More Traffic Signal Heads Type "Q"	\$832.00	<b>\$857.00</b>	16	each	Manufacturer Name: McCain Model Number: Q with II Mount
32 or More Traffic Signal Heads Type "Q"	\$721.00	<b>\$743.00</b>	32	each	Manufacturer Name: McCain Model Number: Q
32 or More Traffic Signal Heads Type "R"	\$426.00	<b>\$439.00</b>	32	each	Manufacturer Name: McCain Model Number: R
48 or More Pedestrian Signal Heads	\$268.00	<b>\$285.00</b>	48	each	Manufacturer Name: McCain Model Number: Ped

**Delivery Days**

Title	Qty	UofM	Bidder Notes
Delivery Days	1	day	60 days

**CLARK ELECTRIC SALES INC**

**Warranty**

Title	Qty	UofM	Bidder Notes
Warranty	1	year	1 year

**Blanket Discounts**

Title	Unit Price	Qty	UofM
Blanket Discount for Related Supplies	5.00%	1	blanket

Clark Transportation Solutions Manufacturer Table  
MCDOT 220205-C

Manufacturer	Product Category	Discount %	Manufacturer Website
Carmanah	Traffic Warning Systems	5%	<a href="https://carmanah.com/">https://carmanah.com/</a>
Clark Transportation Solutions	Traffic Products	5%	<a href="http://www.clarktransportationsolutions.com/">http://www.clarktransportationsolutions.com/</a>
Eltec	Traffic Warning Systems	5%	<a href="https://elteccorp.com/">https://elteccorp.com/</a>
Encom Wireless	Bluetooth Radios & Antennas	5%	<a href="https://www.encomwireless.com/encomnew/">https://www.encomwireless.com/encomnew/</a>
EtherWAN	Communications Products	5%	<a href="https://www.ethernan.com/us">https://www.ethernan.com/us</a>
Fisher Pearce	Lighting products	0%	<a href="https://www.fisherpearce.com/">https://www.fisherpearce.com/</a>
GE	LED Signal Modules	5%	<a href="https://products.gecurrent.com/transportation-lighting/led-traffic-signals">https://products.gecurrent.com/transportation-lighting/led-traffic-signals</a>
Genetec	Signal Equip & Components	5%	<a href="https://www.genetec.com/">https://www.genetec.com/</a>
Gridsmart	Video Detection Equipment	5%	<a href="https://gridsmart.com/">https://gridsmart.com/</a>
Halo	Anchor Bolts	0%	<a href="https://halosp.com/">https://halosp.com/</a>
Marathon	UPS	5%	<a href="https://www.marathon-power.com/">https://www.marathon-power.com/</a>
McCain	Traffic Products	5%	<a href="https://www.mccain-inc.com/">https://www.mccain-inc.com/</a>
MG Squared	CCTV Lowering Products	0%	<a href="http://www.mgsquared.com/">http://www.mgsquared.com/</a>
Ripley Lighting	Lighting products	0%	<a href="https://www.ripleylightingcontrols.com/">https://www.ripleylightingcontrols.com/</a>
Sierra Wireless	Traffic Products	5%	<a href="https://www.sierrawireless.com/">https://www.sierrawireless.com/</a>
SkyBracket	Traffic Mounting Brackets	5%	<a href="https://www.skybracket.com/">https://www.skybracket.com/</a>
Southern Manufacturing	ITS Cabinets	5%	<a href="http://www.southernmfg.com/">http://www.southernmfg.com/</a>
Southwest Fabrication	Poles	0%	<a href="https://www.southwestfab.com/">https://www.southwestfab.com/</a>
Stratus	Lighting Products	5%	<a href="https://s-steel.com/">https://s-steel.com/</a>
StrongBox	Enclosures	5%	<a href="https://strongbox.com/">https://strongbox.com/</a>
Swarco	Traffic Products	5%	<a href="https://www.swarco.com/">https://www.swarco.com/</a>
Urban Solar	Lighting Products	5%	<a href="https://www.urbansolarcorp.com/">https://www.urbansolarcorp.com/</a>
Valmont	Poles	0%	<a href="http://www.valmont.com/">http://www.valmont.com/</a>
WTI	CCTV Cameras	5%	<a href="http://www.gotowti.com/">http://www.gotowti.com/</a>

**CLARK ELECTRIC SALES INC**

Clark Transportation Solutions Manufacturer Table  
 MCDOT 220205-C

rev 10/2025

Manufacturer	Product Category	Discount %	Manufacturer Website
Assa Abloy	ITS Locks	5%	<a href="https://www.alceaglobal.com/en">https://www.alceaglobal.com/en</a>
Axis Communications	Cameras	5%	<a href="https://www.axis.com/en-us">https://www.axis.com/en-us</a>
Carmanah	Traffic Warning Systems	5%	<a href="https://carmanah.com/">https://carmanah.com/</a>
Clark Transportation Solutions	Traffic Products	5%	<a href="http://www.clarktransportationsolutions.com/">http://www.clarktransportationsolutions.com/</a>
Commsignia	Connected Vehicle Products	1%	<a href="https://commsignia.com/">https://commsignia.com/</a>
Cohda Wireless	Connected Vehicle Products	1%	<a href="https://cohdawireless.com/">https://cohdawireless.com/</a>
Cubic	Traffic Devices	5%	<a href="https://www.cubic.com/transportation">https://www.cubic.com/transportation</a>
EDI	Traffic Control	3%	<a href="https://www.editraffic.com/">https://www.editraffic.com/</a>
Eltec	Traffic Warning Systems	5%	<a href="https://elteccorp.com/">https://elteccorp.com/</a>
Encom Wireless	Broadband Radios & Antennas	5%	<a href="https://www.encomwireless.com/encomnew/">https://www.encomwireless.com/encomnew/</a>
EtherWAN	Communications Products	5%	<a href="https://www.etherwan.com/us">https://www.etherwan.com/us</a>
Fisher Pearce	Lighting products	0%	<a href="https://www.fpoc.com/">https://www.fpoc.com/</a>
GE	LED Signal Modules	5%	<a href="https://products.gecurrent.com/transportation-lighting/led-traffic-signals">https://products.gecurrent.com/transportation-lighting/led-traffic-signals</a>
Genetec	Signal Equip & Components	5%	<a href="https://www.genetec.com/">https://www.genetec.com/</a>
Gridsmart	Video Detection Equipment	5%	<a href="https://gridsmart.com/">https://gridsmart.com/</a>
Halo	Anchor Bolts	0%	<a href="https://halosp.com/">https://halosp.com/</a>
Kapsch	ITS Devices	1%	<a href="https://www.kapsch.net/en">https://www.kapsch.net/en</a>
Knightscope	Pedestrian Safety	5%	<a href="https://knightscope.com/">https://knightscope.com/</a>
Marathon	UPS	5%	<a href="https://www.marathon-power.com/">https://www.marathon-power.com/</a>
MG Squared	CCTV Lowering Products	0%	<a href="http://www.mgsquared.com/">http://www.mgsquared.com/</a>
Ouster	Lidar	3%	<a href="https://ouster.com/">https://ouster.com/</a>
Polara	Pedestrian Safety	3%	<a href="https://polara.com/">https://polara.com/</a>
Ripley Lighting	Lighting products	0%	<a href="https://www.ripleylightingcontrols.com/">https://www.ripleylightingcontrols.com/</a>
Sierra Wireless	Traffic Products	5%	<a href="https://www.sierrawireless.com/">https://www.sierrawireless.com/</a>
SkyBracket	Traffic Mounting Brackets	5%	<a href="https://www.skybracket.com/">https://www.skybracket.com/</a>
Southern Manufacturing	ITS Cabinets	5%	<a href="http://www.southernmfg.com/">http://www.southernmfg.com/</a>
Southwest Fabrication	Poles	0%	<a href="https://www.sw-fab.com/">https://www.sw-fab.com/</a>
Stratus	Lighting Products	5%	<a href="https://s-steel.com/">https://s-steel.com/</a>
StrongBox	Enclosures	5%	<a href="https://strongbox.com/">https://strongbox.com/</a>
Swarco McCain	Traffic Products	5%	<a href="https://www.swarco.com/">https://www.swarco.com/</a>
Tesco	Enclosures	3%	<a href="https://tescocontrols.com/">https://tescocontrols.com/</a>
Urban Solar	Lighting Products	5%	<a href="https://www.urbansolarcorp.com/">https://www.urbansolarcorp.com/</a>
Valmont	Poles	0%	<a href="http://www.valmont.com/">http://www.valmont.com/</a>
WTI	CCTV Cameras	5%	<a href="http://www.gotowti.com/">http://www.gotowti.com/</a>

PRICING SHEET: NIGP CODE 55085

Terms: NET 30 DAYS

Vendor Number VC0000006609

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2024 2025 2026.**

## TRAFFIC SIGNAL HEADS AND COMPONENTS

### 1.0 INTENT

- 1.1 The intent of this invitation for bids is to establish a source or sources for Traffic Signal Heads & Components for Maricopa County Department of Transportation (MCDOT) as specifically listed herein. Task orders and or quote request will be issued to awarded vendor/s prior to purchases.
- 1.2 Other governmental entities under agreement with Maricopa County (County) may have access to services provided hereunder (see also Sections 3.16 and 3.17 below).
- 1.3 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill set to satisfy the County's needs or to ensure adequate competition on any project or task order work.
- 1.4 Maricopa County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

### 2.0 SPECIFICATIONS

#### 2.1 TRAFFIC SIGNAL HEAD

##### 2.1.1 Description

Vehicular traffic signal heads shall be assembled of standard 12-inch lens size signal sections with the number of sections or combination of sections specified on the signal plan. Traffic Signal Standard Drawings Number 4773 (Exhibit 7), Traffic Signal Standard Drawings Number 4774 (Exhibit 10), Traffic Signal Standard Drawings Number 4778-1 (Exhibit 8), and Traffic Signal Standard Drawings Number 4778-2 (Exhibit 9), and Section 475, 476, 477 found in the MCDOT Supplement to the MAG Specifications 2023 [https://www.maricopa.gov/DocumentCenter/View/80457/MCDOT\\_2023\\_Supplement\\_MAG\\_Specs](https://www.maricopa.gov/DocumentCenter/View/80457/MCDOT_2023_Supplement_MAG_Specs) (Attachment E) and details for Public Works Construction Institute of Transportation Engineers (ITE) [www.ite.org](http://www.ite.org) and the provisions of these specifications.

##### 2.1.2 Standard Signal Section

###### 2.1.2.1 Housing: Per Supplement to MAG Section 476.2.1 (A)

2.1.2.2 A standard 12-inch signal section shall be a one-piece housing with hinged door for housing all optical and electrical components.

2.1.2.3 Both the one-piece signal section housing and door shall be fabricated of corrosive resistant die cast aluminum conforming to ITE Standards. The top and bottom of the housing shall have openings to accommodate standard one and one-half-inch pipe size fitting. Each opening shall have a locking "Shurlock" boss, or equal, integrally cast into the housing section. The housing door shall be hinged to the signal section housing by stainless steel roll pins and hinge lugs integrally cast on the left side of the door and housing. Latch jaws shall be cast on the right side of each door.

2.1.2.4 A corrosion resistant latch screws and wing nuts on the right side of the housing shall provide for opening and closing of the door (12-inch sections require two latching bolts). A gasket groove on the inside of the door shall accommodate a neoprene gasket to form a positive seal between the door and signal housing when the door is closed and latched. Four quick-change type lens clips and four stainless steel screws shall be provided for securing the lens and lens gasket in the door lens opening. Four stainless steel washer head-type screws shall be provided to secure the signal visor. Signal section housings shall be fastened together by two-cadmium cloverleaf style plated clamping washers and three carriage bolts and lock washers. Each complete signal head assembly shall be predrilled to accommodate 10/32 stainless steel self-tapping screws for mounting of signal back-plate

2.1.2.5 All signal sections and visors shall be painted gloss black. The inside of the visor shall be painted luster-less black.

2.1.3 Visors: Per Supplement to MAG Section 476.2.1 (B)

2.1.3.1 A visor conforming to the requirements of the Traffic Signal Standard Drawings Number 4774 (Exhibit 10). Each signal section shall have a tunnel type visor with a five-to-seven-degree downward tilt provided.

2.1.3.2 Unless otherwise specified, 12-inch signal sections shall be furnished with 9 ½ - 12-inch long visors. All visors shall have twist on attaching ears and shall be secured to the face of the signal door with stainless steel washer head type machine screws.

2.1.4 Backplates: Per Supplement to MAG Section 476.2.1 (C)

Backplates and backplate mounting hardware shall be furnished with each vehicular signal head assembly. The back plate shall be fabricated of aluminum. Five-inch border louvered back plates shall be provided for 12-inch signal head assemblies. All back plates shall be painted dull black.

2.1.5 Elevator Plumbizer: Per Supplement to MAG Section 476.2.1 (D)

An elevator plumbizer conforming to the requirements of the Traffic Signal Standard Drawings Number 4778-1 (Exhibit 8) and Traffic Signal Standard Drawings Number 4778-2 (Exhibit 9) shall be installed in all 12-inch signal heads. The plumbizer elongated through bolt hole shall be positioned to align with the signal pole mast arm bolt hole (drilled two and three-eighths inches from the end of the mast arm. The plumbizer signal head mounting position shall be in accordance with the requirements of the Traffic Signal Standard Drawings Number 4773 (Exhibit 7).

2.1.6 Light-Emitting Diode (LED) Module: Per Supplement to MAG Section 476.2.2

2.1.6.1 LED traffic signal modules shall be designed to fit traffic signal housings that meet MCDOT specifications. The module shall be weather tight and shall fit securely in the housing and shall have wire leads long enough for easy connection to the traffic signal head wire terminal block. The wire shall have crimped-on terminal connectors. The LED signal module shall be a single, self-contained device. The power supply shall be integral to the sealed LED module.

- 2.1.6.2 The contractor shall ensure that the date of installation is filled in on the module label on each LED module. Multiple color modules are not permitted.
- 2.1.6.3 The LED lamp unit shall be a single self-contained device, not requiring on-site assembly for installation. The assembly and manufacturing process for LED Traffic Signal Lamp unit assembly shall be such as to withstand mechanical shock and vibration caused by winds up to 80 miles per hour (mph). Signal lens shall be convex to minimize sunlight reflectance.
- 2.1.6.4 The LED shall be manufactured using aluminum gallium indium phosphide (AlInGaP) Technology or equal with low susceptibility to temperature degradation (aluminum gallium arsenide (AlGaS) LEDs will not be allowed). The LED signal lamps will be provided in three colors: red, yellow, and green.
- 2.1.6.5 Each LED traffic signal lamp shall meet the minimum laboratory light intensity values, color (chromatically), and light output distribution per current ITE Standards. Each LED traffic signal lamp shall meet the minimum requirements for light output for the entire range of allowed voltage.
- 2.1.6.6 Each unit shall incorporate a regulated power supply engineered to electrically protect the LEDs and maintain a safe and reliable operation. The power supply shall provide capacitor filtered Direct Current (DC) regulated current to the LEDs per the LEDs manufacturer's specification. MCDOT does not require the unit be dimmable.
- 2.1.6.7 The LED traffic signal lamp shall operate on a 60 Hertz (Hz) Alternating Current (AC) line voltage ranging from 80 volts root-mean-square (RMS) to 135 volts RMS. The circuitry shall prevent flickering over this voltage range. Nominal rated voltage for all measurements shall be 117 volts RMS.
- 2.1.6.8 The LED traffic signal lamp unit shall be operationally compatible with controllers and conflict monitors used by MCDOT.
- 2.1.6.9 The LED lamp units shall contain a disconnect that will show an open switch to the conflict monitor when less than 60 percent of the LEDs in the unit are operational.
- 2.1.6.10 Two captive, color coded, three feet long, 600 Volts (V), 18 American Wire Gauge (AWG) minimum jacketed wires, conforming to the National Electrical Code (NEC), rated for service at 105 degrees Celsius, are to be provided for an electrical connection.
- 2.1.6.11 One Schematic diagram shall be provided for each LED lamp unit along with any necessary installation instructions. The LED shall operate with a minimum 0.90 power factor. Total harmonic distortion (current and voltage) induced into an AC power line by a signal module shall not exceed 20 percent.
- 2.1.6.12 LED modules shall have female quick-disconnect type terminals.
- 2.1.6.13 Pedestrian signal modules shall be count-down per current ITE standard.

- 2.1.7 Pedestrian Signal Head: Per Supplement to MAG Section 476.2.3
  - 2.1.7.1 Pedestrian signal heads shall be manufactured from aluminum, painted gloss black.
  - 2.1.7.2 Heads shall be 16-inch housing (15.8-inch height (H) x17.4-inch wide (W) x7.3-inch depth (D)).
  - 2.1.7.3 Doors shall be constructed of aluminum and shall be attached with two each stainless-steel pins (detent style clevis or roll).
  - 2.1.7.4 Terminal block shall be mounted in the rear of the housing and shall have quick-disconnect male terminals on one side and screw clamps on the other side.
  - 2.1.7.5 Pedestrian heads shall have an egg-crate style visor mounted to the front of the door.
  - 2.1.7.6 Each opening shall have a locking "Shurlock" boss, or equal, integrally cast into the housing section.
- 2.1.8 Battery Backup System (BBS) Metered Service Pedestal: Per Supplement to MAG Section 475
  - 2.1.8.1 Exterior one-eighth inch aluminum and interior panels 14-gauge cold rolled steel electrically welded and reinforced where needed to keep the cabinet corrosion free and watertight and secure on the foundation.
  - 2.1.8.2 Construction shall be National Electrical Manufacturer Association (NEMA) 3-rated (3R), rain tight.
  - 2.1.8.3 All nuts, bolts and screws shall be stainless steel.
  - 2.1.8.4 Nuts, bolts & screws shall not be visible from outside of enclosure.
  - 2.1.8.5 Nameplates shall be mounted to the door under each breaker noting the circuit to be fed by the breaker.
  - 2.1.8.6 Control wiring shall be marked at both ends by permanent wire markers.
  - 2.1.8.7 A plastic covered wiring diagram shall be attached to the inside of the front door.
  - 2.1.8.8 Enclosure shall be factory wired and conform to required NEMA standards.
  - 2.1.8.9 Cabinet shall meet current Electric Utility Service Equipment Requirements Committee (EUERC) requirements.
  - 2.1.8.10 Battery system shall be hot-swap, parallel wired.
  - 2.1.8.11 Cabinet shall fit on existing BBS foundations, as shown in MCDOT Traffic Signal Standard Drawings Number 4724 (Exhibit 5), without modification to conduit or bolt pattern.
- 2.1.9 Led Roadway Lighting: Per Supplement to MAG Section 477
  - 2.1.9.1 Fixtures shall be horizontal, Type III, and shall conform to Illumination Engineering Society Standards.

- 2.1.9.2 The fixture shall be fabricated from a corrosive resistant metal and shall have a baked-on grey enamel finish. Mounting shall be done with an internal two bolt slip fitter at the rear of the fixture capable of attachment to a two-inch inner diameter( ID) pipe.
  - 2.1.9.3 Fixtures shall be wired for use with no photocell and shall be energized from a remote cabinet mounted photo electric cell( PEC).
  - 2.1.9.4 Fixtures shall have a color temperature of 4000 Kelvin (K) at an ambient temperature of 25 degrees Celsius.
  - 2.1.9.5 Fixtures shall have an average illuminance of one and four tenths-foot candles at amounting height of 30 feet and a range from six to two-foot candles in the illuminated zone.
  - 2.1.9.6 Fixture shall have backlight control to restrict illumination at the rear.
  - 2.1.9.7 Fixture shall be capable of operating at sustained ambient temperatures of up to 100 degrees Fahrenheit at a minimum 70 percent lumen output.
- 2.2 Fixtures shall operate at a range of 120-240VAC, and field wiring shall be accessible without removal of the LED array.

2.3 TECHNICAL AND DESCRIPTIVE SALES LITERATURE

The contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature (e.g., PDF versions of sales literature, brochures, and/or webpages) specific to the material(s) the contractor proposes to provide. Literature shall be sufficient in detail to allow for full and fair evaluation of the material(s) submitted and must be included with the bid. Failure to include this information may result in the bid being rejected.

**3.0 PURCHASING REQUIREMENTS**

3.1 DELIVERY

- 3.1.1 Delivery is desired as soon as possible, and details shall be stipulated on the purchase order. Contractor shall notify the County representative listed on the purchase order if the requested delivery date and/or the anticipated lead time cannot be met. Failure to communicate to County changes in the order status may result in default proceedings.
- 3.1.2 Supplies or equipment shall be delivered between the hours of 7:00 a.m. and 3:30 p.m. Mountain Standard Time (MST), Monday through Friday, except on County recognized holidays.
- 3.1.3 Delivery shall be F.O.B. Destination Freight Prepaid.

3.2 EXPEDITED DELIVERY

- 3.2.1 If the department determines that expedited delivery or other alternate shipping is required, it shall notify the contractor. The contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the department.
- 3.2.2 The department shall not advise the contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued.

Upon agreeing to the additional costs, the department shall advise the contractor to proceed.

- 3.2.3 Upon receipt of material(s) and invoicing, the department shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The department shall retain all documents related to these costs within the agency purchase file.

### 3.3 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 3.3.1 Contract serial number
- 3.3.2 Contractor's name and address
- 3.3.3 Department name and address
- 3.3.4 Department purchase order number
- 3.3.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable

### 3.4 SHIPPING TERMS

Bid price(s) and terms shall be F.O.B. Destination Freight Prepaid at the location(s) stipulated on the purchase order. All delivery locations are within Maricopa County.

### 3.5 ACCEPTANCE

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. Successful installation shall be defined as a) the material(s)/equipment is installed (as necessary) and fully operational; and b) initial training, if any, is complete. All documentation shall be completed prior to final acceptance.

### 3.6 STOCK

The contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs and deliver as stated in the Invitation for Bids.

### 3.7 DISCONTINUED MATERIALS

- 3.7.1 In the event that a manufacturer discontinues materials, the County may allow the contractor to provide a substitute for the discontinued item or may cancel the contract. If the contractor requests permission to substitute a new material, the contractor shall provide the following to the County:

- 3.7.1.1 Documentation from the manufacturer that the material has been discontinued.
- 3.7.1.2 Documentation that names the replacement material.
- 3.7.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

3.7.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

3.7.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

3.7.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

### 3.8 WARRANTY

3.8.1 All items furnished under this contract shall conform to the requirements of this contract and shall be free from defects in design, materials, and workmanship.

3.8.2 The warranty period for workmanship and materials shall be for a minimum initial period of 12 months and commence upon acceptance by County per Section 3.5 - Acceptance.

3.8.2.1 The contractor shall indicate on the price sheet the duration of the warranty and any applicable limitations or conditions which may apply.

3.8.2.2 The contractor agrees that it will, at its own expense, provide all labor and parts required to remove, repair, or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty for contractors furnishing and supplying parts that have a warranty.. The contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

### 3.9 ORDER CUTOFF INFORMATION

3.9.1 Contractors submitting bids shall advise the County of all known order cutoff dates/times for the equipment/product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s)/time(s) (learned after submission of bid) shall also be the contractor's responsibility. The contractor shall advise the County of subsequent cutoff date(s)/time(s) by notifying the procurement officer, in writing, of the new information.

3.9.2 If the item(s) become no longer available, contractor shall notify County of the last available ordering date for the item(s) and may provide County with alternative item(s) that the County may elect to purchase at its option. If the alternative item(s) do not meet the County's requirements, County may take action including termination of this contract for convenience per Section 4.15 – Termination for Convenience.

### 3.10 ORDER LEAD-TIME NOTIFICATION

3.10.1 Contractors submitting bids shall advise the County of lead-time(s) for the required items specified in this solicitation at the time of bid submission. Notification of any changes to lead time (learned after submission of bid) shall also be the contractor's responsibility. The contractor shall also notify all County representatives included on purchase orders of lead-time information.

### 3.11 USAGE REPORT

The contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by

the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

**3.12 BACKGROUND CHECK**

Bidders/proposers may be required to pass multiple background checks (e.g., Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees.

**3.13 INVOICES AND PAYMENTS**

3.13.1 The contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Total amount due

3.13.2 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

3.13.3 Payment will only be made to the contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After contract award, the contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration website <https://www.maricopa.gov/5169/Vendor-Information>.

3.13.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

3.13.5 EFT payments to the routing and account numbers designated by the contractor shall include the details on the specific invoices that the payment covers. The contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

**3.14 APPLICABLE TAXES**

3.14.1 It is the responsibility of the contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

3.14.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide contractor any advice or guidance regarding taxes. If you have questions

regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the contractor shall be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.

3.14.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to their operation and any persons employed by the contractor. Contractor shall, and require all subcontractors to, hold Maricopa County 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 Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

3.15 POST AWARD MEETING

The contractor may be required to attend a post-award meeting with the department to discuss the terms and conditions of this contract. This meeting will be coordinated by the department contract administrator.

3.16 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in the bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

3.17 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

**4.0 CONTRACTUAL TERMS & CONDITIONS**

4.1 CONTRACT TERM

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a term of one year.

**4.2 OPTION TO RENEW**

The County may, at its option and with the concurrence of the contractor, renew the term of this contract up to a maximum of five additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

**4.3 CONTRACT COMPLETION**

In preparation for contract completion, the contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

**4.4 PRICE ADJUSTMENTS**

4.4.1 Any requests for reasonable price adjustments must be submitted 60 calendar days prior to the contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County will issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

**4.5 INDEMNIFICATION**

4.5.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.

4.5.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

4.5.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

4.5.4 The scope of this indemnification does not extend to the sole negligence of County.

## 4.6 INSURANCE

- 4.6.1 Contractor, at contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 4.6.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 4.6.3 In the event that the insurance required is written on a claims-made basis, contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 4.6.4 Contractor's insurance will be primary insurance as respects County, and any insurance or self-insurance maintained by County will not contribute to it.
- 4.6.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.6.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.6.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 4.6.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of contractor's work or service.
- 4.6.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

## 4.6.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed

operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third-party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**4.6.9.2 Automobile Liability**

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the contractor's work or services or use or maintenance of the premises under this contract.

**4.6.9.3 Workers' Compensation**

4.6.9.3.1 Workers' Compensation insurance to cover obligations imposed by Federal and state statutes having jurisdiction of contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

4.6.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

**4.6.9.4 Errors and Omissions/Professional Liability Insurance**

Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions or professional liability of the contractor, with limits of no less than \$2,000,000 for each claim.

**4.6.10 Certificates of Insurance**

4.6.10.1 Prior to contract award, contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the contract in the form provided by the County, issued by contractor's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

4.6.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of contractor's work or services and as evidenced by annual Certificates of Insurance.

4.6.10.3 If a policy does expire during the life of the contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

**4.6.11 Cancellation and Expiration Notice**

Applicable to all insurance policies required within the insurance requirements of this contract, contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 calendar days prior written notice to Maricopa County. Contractor must provide notice to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 301 W. Jefferson St., Suite 700, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

**4.7 FORCE MAJEURE**

4.7.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service and pandemic.

4.7.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

4.7.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

**4.8 ORDERING AUTHORITY**

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

**4.9 AVAILABILITY OF FUNDS**

4.9.1 The provisions of this contract relating to payment shall become effective when funds assigned for the purpose of compensating the contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County will keep the contractor fully informed as to the availability of funds.

4.9.2 If any action is taken by any state agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County will be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in

accordance with the provisions of this contract. County will give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

4.10 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

4.11 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

**Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.**

4.12 PURCHASE ORDERS

4.12.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the contractor for actual and documentable costs incurred by the contractor in response to the purchase order. The County will not reimburse the contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

4.12.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.13 SUSPENSION OF WORK

The procurement officer may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.14 STOP WORK ORDER

4.14.1 The procurement officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

4.14.1.1 cancel the stop work order; or

4.14.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

4.14.2 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the contractor demonstrates that the stop work order resulted in an increase in costs to the contractor.

**4.15 TERMINATION FOR CONVENIENCE**

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the contractor.

**4.16 TERMINATION FOR DEFAULT**

4.16.1 The County may, by written Notice of Default to the contractor, terminate this contract in whole or in part if the contractor fails to:

4.16.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

4.16.1.2 make progress, so as to endanger performance of this contract; or

4.16.1.3 perform any of the other provisions of this contract.

4.16.2 The County's right to terminate this contract under these subparagraphs may be exercised if the contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

**4.17 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST**

Notice is given that, pursuant to Arizona Revised Statute (A.R.S.) § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County 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 consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County 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 County from any other party to the contract arising as the result of the contract.

**4.18 OFFSET FOR DAMAGES**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the contractor any amounts contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

**4.19 CONTRACTOR LICENSE REQUIREMENT**

4.19.1 The contractor shall procure all permits, insurance, and licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and, as necessary, complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, state, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both

Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

4.19.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

#### 4.20 SUBCONTRACTING

4.20.1 The contractor may not assign to another contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

4.20.2 The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the Pricing Sheet, unless the prime contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.

#### 4.21 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

#### 4.22 ADDITIONS/DELETIONS OF COMMODITIES

The County reserves the right to add and/or delete materials to a contract. If additional materials are required from a contract, prices for such additions will be negotiated between the contractor and the County.

#### 4.23 RIGHTS IN DATA

4.23.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

4.23.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

#### 4.24 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

4.24.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest.

The County, Federal or state auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

4.24.2 If the contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.25 AUDIT DISALLOWANCES**

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County will notify the contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the contractor by issuing a check payable to Maricopa County.

**4.26 STRICT COMPLIANCE**

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

**4.27 VALIDITY**

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

**4.28 SEVERABILITY**

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

**4.29 RELATIONSHIPS**

4.29.1 In the performance of the services described herein, the contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the contractor.

4.29.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

**4.30 NON-DISCRIMINATION**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be viewed at [https://apps.azsos.gov/public\\_services/register/2009/46/governor.pdf](https://apps.azsos.gov/public_services/register/2009/46/governor.pdf)).

4.31 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

4.32 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.32.1 The undersigned (authorized official signing on behalf of the contractor) certifies to the best of his or her knowledge and belief that the contractor, its current officers, and directors:

4.32.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

4.32.1.2 have not within a three-year period preceding this contract:

4.32.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, state or local) transaction or contract; or

4.32.1.2.2 been convicted of violation of any Federal or state antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

4.32.1.3 are not presently indicted or criminally charged by a government entity (Federal, state or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, state or local) transaction or contract;

4.32.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

4.32.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, state or local) terminated for cause or default.

4.32.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

4.32.3 The contractor shall include, without modification, this clause in all lower tier covered transactions (i.e., transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the contractor shall include the information required by this clause with their bid.

4.33 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

4.33.1 By entering into the contract, the contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at [www.uscis.gov](http://www.uscis.gov).

4.33.2 The County retains the legal right to inspect documents of contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 4.33.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

4.34 INFLUENCE

4.34.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

4.34.2 An attempt to influence includes, but is not limited to:

4.34.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

4.34.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.34.4 ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

**4.35 CONFIDENTIALITY**

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge, or disseminate to any third-party persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.

**4.36 CONFIDENTIAL INFORMATION**

4.36.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the contractor's obligation regarding such information.

4.36.2 The contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

4.36.3 Any requests to the contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

**4.37 PUBLIC RECORDS**

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

**4.38 INTEGRATION**

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

**4.39 UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this contract, the contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

4.40 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

4.41 FORCED LABOR

4.41.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

4.41.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

4.41.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

4.41.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.41.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.41.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180-day period, the agreement terminates on the agreement termination date.

4.42 **UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION:**

**All contractors that receive funding must have a UEI number through <https://sam.gov/content/entity-registration>. Contractor must also remain current with the System for Award Management [www.sam.gov](http://www.sam.gov) throughout the term of the contract.**

4.43 **RELIGIOUS ACTIVITIES:**

**The contractor agrees that costs, planned or claimed, including costs incurred, shall not include any expense for any religious activity.**

4.44 **POLITICAL ACTIVITY PROHIBITED:**

**None of the funds, materials, property, or services contributed by the County or the contractor under the agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.**

**4.45 EQUAL EMPLOYMENT OPPORTUNITY:**

**4.45.1 The contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.**

**4.45.2 Contractor shall comply with the following provisions:**

**4.45.2.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);**

**4.45.2.2 The Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);**

**4.45.2.3 The Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.);**

**4.45.2.4 The Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Arizona Executive Order 2009-09, as amended, et seq. which mandates that all persons shall have equal access to employment opportunities.**

**4.45.2.5 Contractor understands that the United States has the right to seek judicial enforcement of this assurance.**

**4.46 CERTIFICATION REGARDING LOBBYING:**

**4.46.1 Contractor certifies, to the best of their knowledge and belief, that:**

**4.46.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant. Including the making of any federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.**

**4.46.2 If any funds other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.**

**4.46.3 Contractor shall include Lobbying Certification language in the award documents for all subcontractors (including sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.**

4.46.3.1 **The Lobbying Certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any successful proposer(s) who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.**

**4.47 CLEAN AIR ACT & CLEAN WATER ACT:**

**Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations.**

**4.48 ENERGY POLICY AND CONSERVATION ACT:**

**Contractor must adhere to the 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 (Pub. L. 94-163, 89 Stat.871).**

**4.49 AVAILABILITY OF FUNDS:**

4.49.1 **The provisions of this contract relating to payment shall become effective when funds assigned for the purpose of compensating the contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County will keep the contractor fully informed as to the availability of funds.**

4.49.2 **If any action is taken by any state agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County will be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County will give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.**

**4.50 CONTRACT DISPUTES:**

**All Contract disputes will be handled in accordance with the Maricopa County Procurement Code, MCI-906**



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

7. D.

**Meeting Date:** 11/19/2025

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

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

**Action Requested:** Motion

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#### ITEM:

Discussion and possible action on any and all matters regarding the City of San Luis accepting the proposed change order No. 2 from Pacific Advanced Civil Engineering, Inc. (PACE) pertaining to the design of the West Wastewater Treatment Plant Expansion. **(Jorge Perez, Assistant Director of Public Works)**

#### SUMMARY:

The City of San Luis contracted with Pacific Advanced Civil Engineering, Inc. (PACE) in June 2024 to perform the design and construction administration for the West Wastewater Treatment Plant Expansion Project. The design phase is progressing and has reached the 100% completion stage for review by the City and the Construction Manager at Risk (CMAR). During this process, PACE and city staff identified the need to complete a clean closure of four drying beds that had been out of service for several years. These drying beds are located in the area designated for the future operations building, and their closure requires an application to the Arizona Department of Environmental Quality (ADEQ).

The clean closure process will not affect the overall project design or schedule; however, additional engineering services are necessary. Because this work is part of the West Wastewater Treatment Plant Expansion Project, a change order to PACE's professional services contract is required. PACE has submitted a cost proposal of \$22,250.00 to complete the Clean Closure Application with ADEQ.

City staff has reviewed the proposal in detail and recommends Council approval of PACE Change Order No. 2 in the amount of \$22,250.00.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE CHANGE ORDER NO. 2 FROM PACIFIC ADVANCED CIVIL ENGINEERING, INC. (PACE) IN THE AMOUNT OF \$22,250.00 AS PRESENTED.**

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#### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$22,250.00
<b>BUDGETED AMOUNT:</b>	\$19,700,000.00
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	N/A
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	See Fiscal Impact Statement

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

The Department of Public Works budgeted \$19,700,000.00 for the West WWTP Expansion Project. The funding is being distributed as follows:

- Design
- CMAR Pre-Construction Services
- Major Equipment Purchases
- Procurement Services
- CM/PM Services
- Operations Building Design
- Construction

This expense will be applied as follows:

Project No. 2025050

Account: 310-311-90015

Amount: \$22,250.00

Existing purchase order No. 2026-0805 to PACE will need to be increased by the approved amount.

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**Attachments**

PACE COP No. 2

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## AUTHORIZATION FOR CHANGE ORDER

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<b>TO:</b> City of San Luis	<b>ATTN:</b>	Eulogio Vera
1090 E. Union St.	<b>DATE:</b>	October 7, 2025
San Luis, AZ 85349	<b>PROJECT:</b>	B777 West WWTP Expansion
	<b>C.O. AUTHORIZATION #:</b>	02

The following was not included in the original contract. We are requesting authorization for additional budget to add the following tasks to our contract.

### Description of Services:

#### **TASK 25 – Clean Closure**

Consultant shall perform the required engineering services to obtain ADEQ Clean Closure of four (4) sludge drying beds. A Clean Closure Application must be filed with ADEQ in order to properly close out these sludge drying beds that are no longer in use. The application form for the clean closure can be found at: [https://static.azdeq.gov/forms/clean\\_closure\\_app.pdf](https://static.azdeq.gov/forms/clean_closure_app.pdf)

- 1) ADEQ Meetings
  - a. PACE shall attend up to three (3) additional meetings with ADEQ to coordinate an acceptable clean closure application to ADEQ.
- 2) Clean Closure Plan
  - a. Consultant shall prepare and submit a clean closure plan that includes all necessary information on the background, biosolids management process and current state of the sludge drying beds where the biosolids are located. Consultant will assist the Client with the clean closure application which will include:
    - i. Gathering existing permits, maps, facility design plans, and other relevant documents
    - ii. Initial site assessment
    - iii. Sampling plan
    - iv. Identifying Points of Compliance (POC), if required
  - b. Consultant shall prepare a boring plan, biosolids removal plan and material testing plan in line with ADEQ requirements as determined during the Pre-Closure meeting(s). The plan shall include a preliminary cost estimate for all required closure activities with assumed quantities for material to be removed.
  - c. Consultant shall respond to any ADEQ comments throughout the Clean Closure process.
- 3) Clean Closure Application
  - a. Consultant shall analyze and document test results in a memorandum to submit alongside the Clean Closure Application.

- i. Prepare and submit a Material Testing Results Technical Memorandum to ADEQ documenting and evaluating the results from the biosolids removal plan and material testing plan.
- ii. If it is required by ADEQ, Consultant shall include results analysis from any additional ground water sampling as it relates to the clean closure of the facility (or component).
- iii. Upon ADEQ support for results, Consultant shall submit the Clean Closure Application for approval.

A detailed estimate worksheet is attached for reference.

Amount of Compensation:

**This Request - Change Order # 02: \$22,250**

Estimated By: Michael G. Krebs, PE - PACE  
*Michael G. Krebs*

October 7, 2025  
Date

**AGREED TO AND ACCEPTED BY:**

By \_\_\_\_\_  
City of San Luis

\_\_\_\_\_  
Date



**ENGINEERING FEE ESTIMATE  
PROJECT WORKSHEET**

Project Data
Project Name: San Luis West WWTP Expansion
Client: City of San Luis
PACE Job Number: B777
Estimate Date: October 7, 2025

PACE Hourly Rate Schedule	
Description	Hourly Rate
Principal	\$300
Sr. Proj. Mgr./Sr. Consulting Engr.	\$260
Sr. Electrical Engineer / Sr. GIS Analyst	\$245
Project Manager /Consulting Engr./Sr. I&C Specialist	\$250
Sr. Proj. Engr./Sr. Design Engr.	\$220
Instrumentation & Controls Specialist	\$185
Proj. Engr./Design Engineer II	\$190
Design Engineer	\$150
Sr. CAD Designer	\$175
CAD Designer/GIS Analyst	\$145
Graphic Designer	\$125
Project Coordinator	\$105
Administrative Support	\$100
Assistant Designer	\$85
G.P.S. Survey Unit (w/Operator)	\$290
Expert Witness/Legal Consultation	\$400 + Exp.

<b>Total Fee Amount</b>	<b>\$22,250</b>
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Item No.	Work Item Description	Estimated Manhours								Man-Power Subtotal	Subconsultant Cost	Expenses	Total Task Costs	
		Principal	Sr. Proj Mgr/Sr. Consulting Engr.	Proj Mgr./Consulting Engr./ Sr I&C Specialist	Sr. Electrical Engineer	Sr. CAD Designer	Design Engineer	CAD Designer /GIS Analyst	Graphic Designer/ Technical Editor					Project Coordinator
		300	260	250	245	175	150	145	125	105				
25	Clean Closure										\$22,250	\$0	\$0	\$22,250
25.1	ADEQ Meetings	6		6			6			6	\$4,830	\$0	\$0	\$4,830
25.2	Clean Closure Plan	8		8			24	8		8	\$10,000	\$0	\$0	\$10,000
25.3	Clean Closure Application	2		16			16			4	\$7,420	\$0	\$0	\$7,420
<b>TOTALS</b>		<b>16</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>46</b>	<b>8</b>	<b>0</b>	<b>18</b>	<b>\$22,250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$22,250</b>



## AGENDA ITEM REVIEW FORM

### Special City Council Meeting

7. E.

**Meeting Date:** 11/19/2025

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

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

**Action Requested:** Motion  
Resolution

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#### ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2385. A Resolution of the Mayor and Council of the City of San Luis, Arizona, declaring and adopting the results of the Special Election held November 4, 2025, in the City of San Luis, Arizona. **(Sonia Cornelio, City Clerk)**

#### SUMMARY:

The City of San Luis Special Election was held on November 4, 2025. This resolution declares and adopts the election results.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2385.**

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#### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A

**CITY/STATE/FEDERAL FUNDS:** N/A

**TOTAL:** N/A

**BUDGETED AMOUNT:** N/A

**AVAILABLE AMOUNT TO TRANSFER:** N/A

**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A

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

N/A

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#### Attachments

Resolution No. 2385

Summary Report - Unofficial Final Results

Precinct Split Report

Reject Ballot Report

Provisional Ballot Report

Certificate of Accuracy 10/1/2025

Certificate of Accuracy 11/12/2025

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**No. 2385**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, YUMA COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION HELD ON NOVEMBER 4, 2025.**

**WHEREAS**, the City of San Luis, Yuma County, Arizona, held a Special Election on the 4<sup>th</sup> day of November 2025, for the election of Question No. 1 – Sale of Real and Personal Property of the San Luis Regional Detention and Support Center and Proposition No. 434 – City Council’s compensation, benefits, and/or travel expenses; and

**WHEREAS**, the 2025 Special Election returns have been presented to and have been canvassed by the City Council pursuant to Arizona Revised Statutes §§ 16-642 and 16-646; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of San Luis, Yuma County, Arizona, declare the results of the Special Election of November 4, 2025, are as follows:

**Section 1:** That the total number of ballots cast at said Special Election, as reported by the County, was 2,622 and is set forth on the reports, attached and incorporated into this resolution.

**Section 2:** That the number of ballots cast in each precinct at said Special Election, as shown by the final results as reported by Yuma County, is set forth on the reports, attached and incorporated into this resolution.

**Section 3:** That the number of ballots rejected in each precinct at said Special Election, as shown by the final results as reported by Yuma County, is set forth on the reports, attached and incorporated into this resolution.

**Section 4:** That the number of votes by precincts received by each election, as shown by the final results as reported by Yuma County, is set forth on the reports, attached and incorporated into this resolution.

**Section 5:** That the number of ballots cast and the number of active registered voters in each precinct, as shown by the final results as reported by Yuma County, is set forth on the reports, attached and incorporated into this resolution.

**Section 6:** That the votes cast for Question No. 1 - Sale of Real and Personal Property of the San Luis Regional Detention and Support Center were as follows:

**Question No. 1                      Vote Total**  
**Sale of Real and Personal Property of the San Luis Regional Detention and Support Center**

Yes	1,085
<b>No</b>	<b>1,466</b>
Overvotes	1
Undervotes	70

**Section 7:** That the votes cast for Proposition No. 434 – City Council’s Compensation, Benefits, and/or Travel Allowances were as follows:

**Proposition No. 434                      Vote Total**  
**City Council’s Compensation, Benefits, and/or Travel Allowances**

Yes	1,056
<b>No</b>	<b>1,521</b>
Overvotes	2
Undervotes	43

**Section 8:** That all orders or resolutions in conflict be, and the same are, to the extent of such conflict, hereby repealed, and that this resolution be in full force and effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of San Luis, Arizona, this **19<sup>th</sup>** day of **November 2025**.

\_\_\_\_\_  
Nieves Riedel, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

<b>Statistics</b>	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
Registered Voters - Total	29,909				
Ballots Cast - Total	2,660	368	2,227	44	21
Ballots Cast - Blank	1	0	1	0	0
Voter Turnout - Total	8.89%				

**GADSDEN BOARD MEMBER-MARQUEZ**

Vote For 1

	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
CONCHA, MARK	1,123	158	937	21	7
MARQUEZ, LUIS	1,092	127	947	13	5
Write-In Totals	22	2	20	0	0
Overvotes	5	1	4	0	0
Undervotes	62	6	56	0	0

**GADSDEN BOARD MEMBER-ARROYO**

Vote For 1

	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
ARROYO, LILIANA	1,317	153	1,139	18	7
ROJAS, MANUEL	927	138	769	15	5
Write-In Totals	10	0	10	0	0
Overvotes	8	0	7	1	0
Undervotes	42	3	39	0	0

**QUESTION 1**

Vote For 1

	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
YES	1,085	180	876	21	8
NO	1,466	175	1,257	21	13
Overvotes	1	0	1	0	0
Undervotes	70	10	58	2	0

**PROPOSITION 434**

Vote For 1

	TOTAL	Election Day	Early Voting	Late Early Voting	Provisional
YES	1,056	155	870	20	11
NO	1,521	208	1,281	22	10
Overvotes	2	1	1	0	0
Undervotes	43	1	40	2	0

City of San Luis	
Registered Voters Total:	16,114
Ballots Cast Total:	2,622
Combined Ballot Style	
Ballots Cast Report by Precinct	

Precinct and Split	Total
35.01	356
39.01	553
39.02	124
40.01	573
41.01	618
42.01	398



**YUMA COUNTY RECORDERS OFFICE, VOTER REGISTRATION**  
**REJECTED BALLOTS REPORT**  
**Special Election NOVEMBER 4, 2025**

Precinct	PROVISIONAL	EARLY
001		
002		
003		
004		
005		
006		
007		
008		
009		
010		
011		
012		
013		
014		
015		
016		
017		
018		
019	1	
020		
021		
022		
023		
024		
025		
026		
027		
028		
029		
030	1	
031		
032		
033		
034		
035	6	13
036	1	
037	1	
038	1	
039	1	15
040	2	15
041	1	17
042	6	14
043		
044		
045		
046		
<b>TOTALS</b>	<b>21</b>	<b>74</b>

**PROVISIONAL BALLOT  
REJECT REASONS**

- 12 NOT REGISTERED
- 5 NOT ELIGIBLE
- 1 ALREADY VOTED
- 1 PROPER ID NOT PROVIDED BY DEADLINE
- 2 INSUFFICIENT/ILLEGIBLE

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TOTAL: 21

**EARLY BALLOT  
REJECT REASONS**

- 1 EMPTY ENVELOPE/BALLOT MISS
- 13 MISSING SIGNATURE
- 9 NON MATCHING SIGNATURE
- 2 OTHER(Rejected Early Board)
- 38 RETURNED BY USPS/TEMP AWAY
- 11 ARRIVED AFTER ELECTION

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TOTAL: 74

TOTAL REJECTED BALLOTS **95**



**YUMA COUNTY  
CITY OF SAN LUIS & GADSDEN ESD #32 SPECIAL ELECTION  
NOVEMBER 4, 2025**

**CERTIFICATE OF ACCURACY**

**PUBLIC LOGIC AND ACCURACY TEST CERTIFICATION  
EQUIPMENT AND PROGRAMS**

We, the undersigned, do hereby certify that, on the 1<sup>st</sup> day of OCTOBER 2025, a Logic and Accuracy test was conducted for the above named election and that the printed results of the Logic and Accuracy Ballot Tally Test did correspond with the Pre-determined/pre-audited Logic and Accuracy Test Results.

Elizabeth Valenzuela 10:13 am  
Accuracy Certification Board Member Signature, Time

umhops 10:13 am  
Accuracy Certification Board Member Signature, Time

[Signature] 10:14 AM  
Accuracy Certification Board Member Signature, Time

**YUMA COUNTY  
CITY OF SAN LUIS & GADSDEN ESD #32 SPECIAL ELECTION  
NOVEMBER 4, 2025**

**CERTIFICATE OF ACCURACY**

**POST LOGIC AND ACCURACY TEST CERTIFICATION  
EQUIPMENT AND PROGRAMS**

We, the undersigned, do hereby certify that, on the 12<sup>th</sup> day of NOVEMBER 2025, a Logic and Accuracy test was conducted for the above-named election and that the printed results of the Logic and Accuracy Ballot Tally Test did correspond with the Pre-determined/pre-audited Logic and Accuracy Test Results.

  
.....  
Accuracy Certification Board Member Signature,      1:17  
Time

  
.....  
Accuracy Certification Board Member Signature,      1:18 pm  
Time

.....  
Accuracy Certification Board Member Signature,      Time