NOTICE OF REGULAR COUNCIL MEETING

In accordance with § 38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Regular City Council meeting at 6:00 p.m., Wednesday, April 22, 2026. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The public is invited to attend the open meeting.

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

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

THIS NOTICE IS GIVEN BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE JUNTA REGULAR

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.02, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Junta Regular a las 6:00 p.m., el día Miercoles, 22 de Abril del 2026. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

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

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

ESTE AVISO ES DADO POR:

/f/ Sonia Cornelio, Actuaria de la Ciudad

AGENDA
Regular Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
April 22, 2026
6:00 p.m.

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

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

1. **CALL TO ORDER/ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

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

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

4. **CALL TO THE PUBLIC**

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

5. **PROCLAMATIONS/PRESENTATION**

5. A. Proclamation on Denim Day - April 29, 2026

5. B. Proclamation on Inclusive Post Secondary Education (IPSE) Day - May 1, 2026

5. C. Proclamation on International Firefighters' Day - May 4, 2026

5. D. Proclamation on 57th Annual Professional Municipal Clerks Week - May 3-9, 2026

5. E. Proclamation on National Small Business Week - May 3-9, 2026

5. F. Proclamation on Public Service Recognition Week - May 3-9, 2026

5. G. Proclamation on Economic Development Week - May 4-8, 2026

5. H. Proclamation on National Police Week - May 10-16, 2026 and Peace Officers' Memorial Day - May 15, 2026

5. I. Proclamation on Building Safety Month - May 2026

5. J. Proclamation on National Bike Month - May 2026

5. K. Proclamation on National Water Safety Month - May 2026

5. L. Presentation of Certificate of Recognition to the City of San Luis Solid Waste Division for its acceptance into the Voluntary Environmental Stewardship Program (VEP) from the Arizona Department of Environmental Quality (ADEQ). **(Gina Bunn, ADEQ Community Liaison)**

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 March 25, 2026

6. B. **DISBURSEMENTS**
From April 2, 2026 to April 14, 2026
Total $2,419,487.84 (Two Million, Four Hundred Nineteen Thousand, Four Hundred Eighty-Seven Dollars and Eighty-Four Cents)

6. C. Discussion and possible action on any and all matters regarding Order No. 2026-03. An order of the Mayor and City Council of the City of San Luis, Arizona, authorizing joining the Remnant Defendants Opioid Settlement Agreement. **(Jenny Torres, City Manager and Joe Estes, Interim City Attorney)**

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding the City of San Luis Fire Station No.1 Roof Repair Project. **(Eulogio Vera, Director of Public Works)**

7. B. Discussion and possible action on any and all matters regarding the City of San Luis Well Site 3 Storage Tank Rehabilitation Project. **(Eulogio Vera, Director of Public Works)**

7. C. Discussion and possible action on any and all matters regarding the City of San Luis Merrill Avenue Improvements — County 22nd Street to Los Oros Street Phase 2 (CDBG #108-26) project. **(Tomas Sanchez, City Engineer)**

7. D. Presentation to City Council followed by discussion and possible direction to staff on any and all matters regarding the nominations for Opportunity Zones for the City of San Luis. **(Armando Esparza, Director of Economic Development and Government Affairs)**

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

9. EXECUTIVE SESSION:

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3), and (4) on any and all matters regarding the litigation of San Luis v. Border Ranches II and San Luis v. Rogers; consultation for legal advice with the city attorneys, in order to consider its position and instruct its attorneys and representatives about the City Council's position on contracts that are the subject of negotiations, in litigation or in settlement discussions conducted in order to resolve litigation (under subsection 4) allowed in executive sessions. **(Joe Estes, Interim City Attorney and Outside Counsel Sims Mackin Ltd.)**

10. MOTION TO GO BACK INTO REGULAR SESSION

11. DISCUSSION AND POSSIBLE ACTION ITEM:

Discussion and possible action on any and all matters regarding Order No. 2026-02, an Order of the City Council of the City of San Luis, Arizona, approving the settlement agreement for case no. S1400CV202300365 the City of San Luis versus Border Ranches II and S1400CV202300366 the City of San Luis versus Rogers in the Yuma County Superior Court; repealing conflicting provisions; and providing for severability. **(Joe Estes, Interim City Attorney)**

12. ADJOURNMENT

PROCLAMATION

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

Meeting Date: 04/22/2026

Title:

Proclamation on Denim Day - April 29, 2026

Attachments

Proclamation

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

DENIM DAY
April 29, 2026

WHEREAS, since 1999, Peace Over Violence has run an inspiring and powerful opportunity to practice solidarity and support survivors by renewing our commitment to exposing harmful behaviors and attitudes surrounding sexual violence; and

WHEREAS, Denim Day is a campaign on the last Wednesday in April in honor of Sexual Assault Awareness Month; and

WHEREAS, what started as a local campaign to bring awareness to victim blaming and destructive myths that surround sexual violence has grown into a movement; and

WHEREAS, the campaign began after a ruling by the Italian Supreme Court where a rape conviction was overturned because the justices felt that since the victim was wearing tight jeans, she must have helped the person who raped her remove her jeans, thereby implying consent; and

WHEREAS, as the longest-running sexual violence prevention and education campaign in history, Denim Day asks community members, elected officials, businesses, and students to make a social statement with their fashion statement by wearing jeans on this day as a visible means of protest against the misconceptions that surround sexual violence.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim April 29, 2026, as **"Denim Day"** and I further call upon the citizens of San Luis to show their support in ending sexual violence through the efforts of all of us.

DATED this **22nd** day of **April 2026**.

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Nieves Riedel, Mayor

ATTEST:

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Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 04/22/2026

Title:

Proclamation on Inclusive Post Secondary Education (IPSE) Day - May 1, 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

INCLUSIVE POST-SECONDARY EDUCATION (IPSE) DAY
May 1, 2026

WHEREAS, people with developmental disabilities come from diverse racial, ethnic, educational, social, religious, and economic backgrounds, and are valued members of society who strive to enjoy an everyday life; and

WHEREAS, Inclusive Post-Secondary Education (IPSE) Day, observed May 1, celebrates college opportunities for students with intellectual and developmental disabilities; and

WHEREAS, access to post-secondary education increases employment outcomes, independence, self-determination, and community engagement for individuals with intellectual disabilities; and

WHEREAS, locally, Arizona Western College supports students with disabilities by removing barriers through accessibility services; and

WHEREAS, recognizing IPSE Day affirms the City of San Luis' commitment to inclusion and equal opportunity; and

WHEREAS, the Yuma Union High School District provides opportunities designed to prepare every graduate to be college, career, and community-ready, including students with intellectual and developmental disabilities pursuing post-secondary education pathways.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim May 1, 2026, as **"Inclusive Post-Secondary Education (IPSE) Day"** in San Luis, and I encourage the public to support those with a developmental disability and their families in all aspects of community life.

DATED this **22nd** day of **April 2026**.

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Nieves Riedel, Mayor

ATTEST:

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Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 04/22/2026

Title:

Proclamation on International Firefighters' Day - May 4, 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

INTERNATIONAL FIREFIGHTERS' DAY
May 4, 2026

WHEREAS, Firefighters dedicate their lives to the protection of life and property; and sometimes that dedication is in the form of countless hours volunteered over many years, in others it is many selfless years working in the industry; in all cases, it risks the ultimate sacrifice of a firefighter's life; and

WHEREAS, International Firefighters' Day (IFFFD) is a time where the community can recognize and honor the sacrifices that firefighters make to ensure that their communities and environment are as safe as possible; it is also a day in which current and past firefighters can be thanked for their contributions; and

WHEREAS, International Firefighters' Day is observed each year on the 4th of May, where we remember the past firefighters who have died while serving our community or dedicated their lives to protecting the safety of us all; and show our support and appreciation to the firefighters worldwide who continue to protect us so well throughout the year; and

WHEREAS, hailing from all walks of life, they are our mother, fathers, brothers, sisters, aunts, uncles, grandparents, neighbors, and friends. They protect us without wanting recognition or reward. In our time of need, they are there with courage, compassion, and loyalty. They are the essence of the true meaning of community.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim May 4, 2026, as **"International Firefighters' Day"** and call upon citizens of the City of San Luis and upon all patriotic, civic, and education organizations to observe this day in recognition of the patriotic service and dedicated efforts of our fire and emergency services personnel.

DATED this **22nd** day of **April 2026**.

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Nieves Riedel, Mayor

ATTEST:

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Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 04/22/2026

Title:

Proclamation on 57th Annual Professional Municipal Clerks Week - May 3-9, 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

57th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
May 3–9, 2026

WHEREAS, the City Clerk's Office, a time-honored and vital part of local government, exists throughout the world; and

WHEREAS, the City Clerk's Office is the oldest among public servants; and

WHEREAS, the City Clerk's Office provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, City Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the City Clerk serves as the information center on the functions of local government and the community; and

WHEREAS, City Clerks continually strive to improve the administration of the affairs of the City Clerk's Office through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the City Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, hereby proclaim the week of May 3-9, 2026, as **"Professional Municipal Clerks Week"**, and further extend appreciation to our **City Clerk Sonia Cornelio; Deputy City Clerk Melissa Lopez** and to all City Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

DATED this **22nd** day of **April 2026**.

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Nieves Riedel, Mayor

ATTEST:

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Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 04/22/2026

Title:

Proclamation on National Small Business Week - May 3-9, 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL SMALL BUSINESS WEEK
May 3-9, 2026

WHEREAS, America's progress has been driven by pioneers who think big, take risks and work hard; and

WHEREAS, from the storefront shops that anchor our downtown areas to the high-tech startups that keep the city on the cutting edge, small businesses are the backbone of our economy and the cornerstone of our nation's promise; and

WHEREAS, small business owners and downtown businesses have the energy and a passion for what they do, when we support small businesses, jobs are created and local communities preserve their unique culture; and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight programs and services available to entrepreneurs through the U.S. Small Business Administration and other agencies; and

WHEREAS, the City of San Luis recognizes their hard work and commends the small businesses of our city.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim May 3-9, 2026, as **"National Small Business Week"**, and calls upon residents to recognize the contributions of small businesses to our city and to continue supporting them by shopping locally in the City of San Luis.

DATED this **22nd** day of **April 2026**.

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Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 04/22/2026

Title:

Proclamation on Public Service Recognition Week - May 3-9, 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

PUBLIC SERVICE RECOGNITION WEEK
May 3–9, 2026

WHEREAS, the City of San Luis, Arizona, is strengthened each day by the dedication, professionalism, and compassion of the public servants who uphold the values of service, integrity, and community; and

WHEREAS, San Luis is a vibrant, fast-growing border community whose unique needs are met by local government employees who work tirelessly to ensure safety, opportunity, and a high quality of life for all residents; and

WHEREAS, the employees of the City of San Luis provide a broad array of services across departments including Administration, City Clerk's Office, Police, Fire, Public Works, Utilities, Parks and Recreation, Finance, Development Services, Municipal Court and many others—demonstrate unwavering commitment to serving a diverse and dynamic community in areas including human services; record keeping, elections; emergency communications and response; property assessment; land use; economic and environmental planning; building and permitting; and GIS assistance for the citizens of San Luis; and

WHEREAS, these public servants respond to challenges with resilience, support local families with compassion, and contribute to the continued growth and progress of San Luis through their daily efforts; and

WHEREAS, Public Service Recognition Week provides an important opportunity to honor the individuals whose work often goes unseen, but whose impact is felt in every neighborhood, every service delivered, and every improvement made in our city; and

WHEREAS, recognizing our public servants reinforces the importance of civic pride, collaboration, and respect for those who dedicate their careers to strengthening our community; and

WHEREAS, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials. The City of San Luis acknowledges the hard work, dedication, and leadership of all its employees, exhibited daily across all departments and offices of the City of San Luis.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, hereby proclaim the week of May 3-9, 2026, as **"Public Service Recognition Week"**, and encourage all residents to join me in expressing gratitude for the dedication, professionalism, and service of our local government employees. Their contributions make San Luis a safer, stronger, and more vibrant community.

DATED this **22nd** day of **April 2026**.

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Nieves Riedel, Mayor

ATTEST:

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Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 04/22/2026

Title:

Proclamation on Economic Development Week - May 4-8, 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

ECONOMIC DEVELOPMENT WEEK
May 4 - 8, 2026

WHEREAS, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers; and

WHEREAS, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program, the Certified Economic Developer designation, and the Entrepreneurship Development Professional; and

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic developers stimulate and incubate entrepreneurism to help establish the next generation of new businesses, which is the hallmark of the American economy; and

WHEREAS, economic developers are engaged in a wide variety of settings, including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

WHEREAS, economic developers work in the City of San Luis within the State of Arizona.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, hereby proclaim the week of May 4-8, 2026, as **"Economic Development Week"** and remind individuals of the importance of this community celebration, which supports expanding career opportunities and making lives better.

Dated this **22nd** day of **April 2026**.

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Nieves Riedel, Mayor

ATTEST:

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Sonia Cornelio, City Clerk

PROCLAMATION

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

Meeting Date: 04/22/2026

Title:

Proclamation on National Police Week - May 10-16, 2026 and Peace Officers' Memorial Day - May 15, 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL POLICE WEEK
May 10–18, 2016
and
PEACE OFFICERS' MEMORIAL DAY
May 15, 2026

WHEREAS, the Mayor and City Council for San Luis, Arizona, salute the men and women who do the difficult and dangerous work of safeguarding our communities. Police Officers around the nation understand the tremendous responsibility bestowed upon them in protecting the freedom and liberty of all citizens; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the members of the City of San Luis Police Department; and

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries; and

WHEREAS, since the first recorded death in 1786, over 27,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 1 member of the City of San Luis Police Department; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial this spring, including 113 Police Officers killed in 2025; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their Police Officers, and that members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of San Luis, Arizona, do hereby proclaim the week of May 10-16, 2026, as **"National Police Week"**, and call upon all citizens of San Luis, in which may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated service to their communities and, in doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all residents.

I further call upon all residents of San Luis, Arizona to observe May 15, 2026, as **"Peace Officers' Memorial Day"**, in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

DATED this **22nd** day of **April 2026**.

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Nieves Riedel, Mayor

ATTEST:

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Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **5. I.**

Meeting Date: 04/22/2026

Title:

Proclamation on Building Safety Month - May 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

BUILDING SAFETY MONTH
May 2026

WHEREAS, the City of San Luis is committed to recognizing that our growth and strength depend on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike; and

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians - building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry - who work year-round to ensure the safe construction of buildings; and

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play; and

WHEREAS, "Built to Last", the theme for Building Safety Month 2026, encourages us all to raise awareness about planning for safe and sustainable construction; career opportunities in building safety; understanding disaster mitigation, energy conservation and creating a safe and abundant water supply to all of our benefit; and

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider a commitment to improving building safety, resilience, and economic investment at home and in the community and acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus, and federal agencies in protecting lives and property.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim the month of May 2026 as **"Building Safety Month"**, and I encourage our citizens to join us as we participate in Building Safety Month activities.

DATED this **22nd** day of **April 2026**.

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Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **5. J.**

Meeting Date: 04/22/2026

Title:

Proclamation on National Bike Month - May 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL BIKE MONTH
May 2026

WHEREAS, the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of San Luis' scenic beauty; and

WHEREAS, throughout the month of May, the residents of San Luis and its visitors will experience the joys of bicycling through educational programs, races, commuting events, charity events, or by simply getting out and going for a ride; and

WHEREAS, San Luis' road and trail system attracts bicyclists each year, providing economic health, transportation, tourism, and scenic benefits; and

WHEREAS, creating a bicycling-friendly community has been shown to improve citizens' health, well-being, and quality of life, growing the economy of San Luis, attracting tourism dollars, improving traffic safety, supporting student learning outcomes, and reducing pollution, congestion, and wear and tear on our streets and roads; and

WHEREAS, Yuma Region Bicycle Coalition, Yuma Visitors Bureau dba Visit Yuma, Yuma Metropolitan Planning Organization, the League of American Bicyclists, schools, parks and recreation departments, police departments, public health districts, hospitals, companies and civic groups believe in the benefit of bicycling; and

WHEREAS, these groups are also promoting bicycle tourism year-round to attract more visitors to enjoy our local restaurants, hotels, retail establishments, cultural, and scenic attractions; and

WHEREAS, these groups are also promoting greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, and fatalities and improve health and safety for everyone on the road.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim May 2026 as **"National Bike Month"** in San Luis and I urge all residents to join me in this special observance.

DATED this **22nd** day of **April 2026**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PROCLAMATION

Regular City Council Meeting **5. K.**

Meeting Date: 04/22/2026

Title:

Proclamation on National Water Safety Month - May 2026

Attachments

Proclamation

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL WATER SAFETY MONTH
May 2026

WHEREAS, water-related activities are enjoyed year-round in San Luis due to its desert climate, proximity to the Colorado River, and widespread use of pools - making water safety especially important in our region; and

WHEREAS, National Water Safety Month is a collaborative effort supported by the American Red Cross, National Recreation and Park Association, Pool & Hot Tub Alliance, and World Waterpark Association to raise awareness about water safety and drowning prevention; and

WHEREAS, according to the CDC, drowning is a leading cause of unintentional injury-related death for children ages 1 to 4, and the second leading cause for children under 14; and

WHEREAS, the City of San Luis, through its participation in the Greater Yuma Water Safety Alliance (GYWSA), is committed to preventing drowning by promoting the Five Layers of Protection—barriers, supervision, water competency, life jackets, and emergency preparedness - as defined by the National Drowning Prevention Alliance (NDPA), through education, partnerships, and increased community awareness; and

WHEREAS, GYWSA, formed in 2023, brings together local governments, health providers, and nonprofits to promote water safety and expand access to lifesaving resources; and

WHEREAS, this regional effort underscores the belief that drowning is preventable and water safety must remain a year-round priority.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim May 2026 as **"National Water Safety Month"** in San Luis and I urge all residents, schools, caregivers and all organizations to join in the effort to make water safety a shared responsibility – because every life lost to drowning is one too many, and together, we can build a safer, stronger, and more informed San Luis.

DATED this **22nd** day of **April 2026**.

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

PRESENTATION

Regular City Council Meeting **5. L.**

Meeting Date: 04/22/2026

Submitted By: Xochitl Lopez, Public Works Department

Presentation Topic/Summary:

Presentation of Certificate of Recognition to the City of San Luis Solid Waste Division for its acceptance into the Voluntary Environmental Stewardship Program (VEP) from the Arizona Department of Environmental Quality (ADEQ). **(Gina Bunn, ADEQ Community Liaison)**

AGENDA ITEM REVIEW FORM

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

Meeting Date: 04/22/2026

Summary

MINUTES OF

- Regular Council meeting held March 25, 2026

Attachments

3/25/2026 RCM

M I N U T E S
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
March 25, 2026
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: Council Member Maria Cecilia Cruz
Council Member Azael De La Hoya (left at 6:53 p.m.)
Council Member Esteban C. Rosales
Council Member Lizeth Servin
Vice Mayor Javier Vargas
Mayor Nieves Riedel

ABSENT: Council Member Luis E. Cabrera

OTHERS PRESENT: Jenny Torres, City Manager
Joe Estes, Interim City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Alvaro Escalante, Parks Grounds Manager
Angelica Cifuentes, Purchasing Coordinator
Angelica Roldan, Director of Parks & Recreation
Antonio Maldonado, Multimedia Production & Operations Specialist
Armando Esparza, Director of Economic Development
Edgar Esparza, Billing & Collections Manager
Emmanuel Botello, Police Lieutenant
Enrique Lopez, Assistant Fire Chief
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Israel Lara, IT Technician
Jorge Perez, Assistant Director of Public Works
Maria Barajas, Human Resources Manager
Maria Sabori, Risk Manager
Miguel Ramirez, Finance Accounting Manager
Olivia Jenkins, Acting Assistant City Manager
Roula Encinas, Director of Finance
Tomas Sanchez, City Engineer
Victor De La Torre, Safety Officer

Cesar Neyoy, Reporter
Christian Cuevas, Meeting Interpreter
David Lara, County Recorder/Resident
Fabher Sanchez, Resident
Gilberto Zarate, Resident
James Allen Jr., Resident
Luisa Arreola, Resident
Scarlett Harper, JP2 Judge/Resident
Yolanda Urias, Pastor/Resident

2. PLEDGE OF ALLEGIANCE

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

3. INVOCATION

The invocation was performed by Ms. Yolanda Urias – Pastor for Centro Misionero Yireh.

4. CALL TO THE PUBLIC

Mr. Javier, Archibald Street and B Street, San Luis, AZ, suggested painting a pedestrian white lining and a sign on Archibald Street for people to cross when they get off work and for students who use that street to cross.

Ms. Leonor Barragan-Godinez of La Mexicana Wholesale stated that they have a problem with people accessing their business due to the southbound lines. Initially, a lane was going to be dedicated to citizens' access to businesses in the Archibald Street area. However, people only followed that for a few months, and then it went back to how it is now: the specific lane is used by cars going to Mexico, impeding access to local businesses in that area. This has become very difficult for trailers to unload merchandise for her business, which has been in existence for more than 60 years, as it is dangerous to cross the street to unload trucks on the other side, with the long lines to Mexico. She understands that changes are good, but asked the city to consider local businesses, as they are being affected by this change.

Mayor Nieves Riedel asked Ms. Barragan-Godinez to schedule an appointment with Mr. Eulogio Vera, Director of Public Works, to discuss this matter and seek a solution.

Mr. Gilberto Zarate, 848 Orquidea Street, San Luis, AZ, stated he wanted to address the Mayor and City Council on the matter raised in the past two (2) weeks regarding Cesar Chavez, the man who fought for farm workers. He suggested postponing the renaming of Cesar Chavez until a judge's order is received. He added that he is against many things.

Mayor Nieves Riedel replied that he was misinformed. The Mayor clarified that, first, the City Council is not making a decision; and just like the Gadsden School District, the city will hold a meeting, and the public will be invited to attend and listen to those who participate, as this is an agricultural city.

Mr. Zarate also stated that the other matter is the taxis, and asked where can they be relocated to? Why aren't they allowed to use three (3) spaces on Main Street to pick up people, or where YCAT is at? There are many elderly people who cross the border and cannot walk. Another issue is what Ms. Barragan-Godinez spoke about; he used to rent one of their spaces and had the same problem. La Mexicana is not given any consideration when the lines to Mexico form. He remembers a meeting where merchants in that area were advised that the third lane would be used solely for people visiting the businesses there, something that, as of today, does not exist.

Mr. Mario Joel Godinez, 532 N. Archibald Street, San Luis, AZ, added to his mother's comments, Ms. Barragan-Godinez, that there is no help from the government for local businesses and the citizens. They have been struggling with this issue since 2015 and have brought it to the city's attention. The problem is not only that the trailers have a hard time getting to their business, but also that the business owners cannot make it to their business unless they use the side road, which is illegal to access. Some police officers cooperate and allow them to use that street, but others do not. He was informed that police officers do not allow trailers because soon, there will be no businesses there. He added that he does not know where that came from, unless the city is planning something the business owners in that area do not know about. He is not there to create a problem but to find a resolution to this matter. They have been in business for more than 60 years.

Mayor Nieves Riedel stated she understands and agreed that a solution is needed. She asked Mr. Godinez to be at City Hall tomorrow at 9:00 a.m. for a meeting.

5. PROCLAMATIONS

5. A. Proclamation on Animal Cruelty Prevention Month - April 2026
5. B. Proclamation on Autism Month - April 2026
5. C. Proclamation on Child Abuse Prevention Month - April 2026
5. D. Proclamation on National Fair Housing Month - April 2026
5. E. Proclamation on Records and Information Management Month - April 2026
5. F. Proclamation on Sexual Assault Awareness Month - April 2026
5. G. Proclamation on Stress Awareness Month - April 2026

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

6. CONSENT AGENDA

6. A. MINUTES OF
- Regular Council meeting held February 25, 2026

6. B. From March 3, 2026 to March 17, 2026
Total $1,207,707.61
(One Million, Two Hundred Seven Thousand, Seven Hundred Seven Dollars and Sixty-One Cents)

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

The vote was as follows:

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

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding the request from the Yuma County Recorder's Office to place a ballot drop box at City Hall or the Cesar Chavez Cultural Center. (David Lara, Yuma County Recorder)

Mr. David Lara, Yuma County Recorder, stated that he is seeking permission to set up some drop boxes in a specified location in the parking lot away from the entrance. The drop box is coming out of the library; the one at the Medical Mall will remain there. The library is under certain conditions that do not align with the election's procedures manual and the Arizona Revised Statutes as to the requirement for the cameras that each drop box has to have to be specifically monitored by himself, and he and the library did not come to an agreement and decided to just part ways. Previously, the statute was not followed; he is now following it. He added that the City of Yuma and the City of Somerton are on board and the City of San Luis is the only one pending. The Cities of Yuma and Somerton were an administrative decision. Their clerk is the one who decided, and they had no pushback.

Mayor Nieves Riedel asked the City Clerk's Office for their recommendation.

Mrs. Sonia Cornelio, City Clerk, stated that this matter had been discussed internally and this is a very good option to allow voters to be able to cast their vote through an early ballot. However, in the past, a drop box was located at City Hall, which created a lot of confusion because there is also a night drop box for utility payments, and people would deposit their payments in the ballot drop box and vice versa. She recommended placing the drop box at the second option, per the Recorder's Office, at the Cesar Chavez Cultural Center, to prevent voter confusion.

Mr. Lara commented that he did include the Cesar Chavez Cultural Center, although it is off the beaten path. If this is the only location allowed, he would analyze it thoroughly. He is looking for the voters.

There were some comments, questions, and answers between Mr. Lara and the City Council.

MOTION: Council Member Lizeth Servin/Vice Mayor Javier Vargas to table the item until they study the statute Mr. Lara is referring to and to speak to the Board of Supervisors or get some input from them. The motion passed unanimously.

The vote was as follows:

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

Council Member Tadeo Azael De La Hoya asked to reconsider the item, as he has a question about the deadline.

MOTION: Council Member Tadeo Azael De La Hoya/Mayor Nieves Riedel to reconsider the item to ask a question. The motion passed unanimously.

The vote was as follows:

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

Council Member Tadeo Azael De La Hoya asked if there is a time limit they have to respect when Mr. Lara is going to place the ballot drop boxes back?

Mr. Lara responded that there would be one (1) month for the primary, 27 days before the election, and then one (1) month for the general election, then after that, they are removed.

Council Member Tadeo Azael De La Hoya asked when Mr. Lara needs it placed by?

Mr. Lara replied that early voting for the primary election begins on June 24 and ends on July 20, and for the general election, it begins on October 7 and ends on November 2.

Council Member Tadeo Azael De La Hoya asked how often ballots are picked up from any given ballot drop box in Yuma, Somerton, and San Luis.

Mr. Lara answered that when it is a midterm or a presidential election, they are picked up every other day or two (2) to three (3) days a week.

Mayor Nieves Riedel directed Mrs. Sonia Cornelio, City Clerk, to follow up with a letter to the Board of Supervisors and request a meeting with whomever she needed to talk to, or any board member or Council Member who wants to go; it would be ideal to help this process move forward.

7. B. Discussion and possible action on any and all matters regarding the fencing of the East Community Park soccer fields. (Angelica Roldan, Director of Parks and Recreation)

Ms. Angelica Roldan, Director of Parks & Recreation, illustrated that the East Community Park has been highly anticipated by the community. Staff has been working very hard to complete some areas so they can be operational and open to the public. The soccer fields are completed, and the next step to make them fully operational is to add fencing. Staff reached out to local vendors and requested quotes for the fencing, receiving quotes from Tornado Fence, Mayas Construction, and RMC Masonry. All three (3) quotes are for the fencing that is needed for the soccer fields, along with the gates and swing doors.

The lowest quote is RMC Masonry at $48,500.00. Per the City Procurement Code 3.05.010 (D), whenever any contemplated purchase except for professional services as defined in SLCC 3.05.080 is for the sum of $45,000.00 or more, the purchasing agent shall publish in two (2) issues of a newspaper of general circulation, notice inviting sealed bids or request for proposals.

Staff would like direction on waiving the procurement code and allowing selection of the lowest quote received under City Procurement Code 3.05.010 (F). Staff would like to move forward with fencing the soccer fields as soon as possible to avoid future inconveniences, such as rising material costs or delays in project completion. Staff believes the quotes received are fair in price and would like to move forward rather than go out to bid and wait a couple more weeks before this project begins.

Some comments, questions, and answers ensued among the Mayor, Council Members, Ms. Roldan, and Ms. Roula Encina, Director of Finance.

MOTION: Vice Mayor Javier Vargas/Mayor Nieves Riedel to approve the installation of fencing for the East Community Park Soccer fields by RMC Masonry as presented in the amount of $48,500.00 and waive formal bidding procedures for the reasons presented. The motion passed unanimously.

The vote was as follows:

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

7. C. Discussion and possible action on any and all matters regarding the City of San Luis East Community Park parking lot roundabout paving project. (Angelica Cifuentes, Purchasing Coordinator)

Ms. Angelica Cifuentes, Purchasing Coordinator, indicated that the Parks & Recreation Department, with the assistance of the Engineering Department, is seeking the City Council's approval to accept and award a construction contract for the San Luis East Community Park parking lot roundabout paving project. This project was publicly advertised in the local newspaper and in the city's new procurement and contracts portal, OpenGov. Two (2) bids were received and after staff's review and evaluation of all submitted bids, DPE, Inc., was determined to be the lowest responsive and responsible bidder in the amount of $69,985.00. Staff recommended awarding the construction contract to DPE Construction, Inc.

Mayor Nieves Riedel added that the funds already spent have gone a long way, and thanks to the Public Works Department, which has worked hand in hand with the Parks and Recreation Department as the savings that they are acquiring is because of the labor that is being provided by another department. She thanked Mr. Eulogio Vera, Director of Public Works, and his department. She added that the park needs to be finished, as people are waiting. She knows that the staff is doing miracles, and it does not go unnoticed.

Council Member Lizeth Servin noted that she has noticed many weeds in the park and that it appears not to be maintained. She asked whether the Parks & Recreation Department maintains the park.

Mr. Alvaro Escalante, Parks Ground Manager, responded that the Parks Division has been in charge of that. Since the construction of the sidewalks and piping, they have not been there, but they will take care of it.

Mayor Nieves Riedel added that the park is not complete yet, but once it is finished, it will be beautiful, clean and full like the rest of the parks in the city.
Council Member Tadeo Azael De La Hoya commented that, as a former staff member, he knows it is hard to provide more staff to the Parks & Recreation Department or to Public Works to maintain upkeep throughout the city, but he knows staff are doing the best they can with the resources available.

MOTION: Council Member Lizeth Servin/Council Member Tadeo Azael De La Hoya to award the contract to DPE Construction, Inc., for the construction of the East Community parking lot roundabout paving project in the amount of $69,985.00, as presented. The motion passed unanimously.

The vote was as follows:

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

7. D. Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to Merrill Development, Inc., for the construction of the new metal building addition for the water treatment plant project. (Angelica Cifuentes, Purchasing Coordinator)

Ms. Angelica Cifuentes, Purchasing Coordinator, stated that the Public Works Department is seeking approval to award a construction contract to Merril Development, Inc., for the construction of an approximately 2,000-square-foot pre-engineered metal building, including associated site improvements. This new metal building will serve as an addition to the existing building at the Water Treatment Plant Site #7. The project was publicly advertised in the local newspaper and through the city's procurement and contracts portal, OpenGov. A total of three (3) bids were received and after evaluation, Merrill Development, Inc., was determined to be the lowest responsive and responsible bidder in the amount of $421,764.00. Staff recommended awarding the construction contract to Merrill Development, Inc.

MOTION: Vice Mayor Javier Vargas/Mayor Nieves Riedel to award the contract to Merrill Development, Inc., for the construction of the new metal building addition for the Water Treatment Plant Project in the amount of $421,764.00, as presented, and authorize the budget transfer as stated in the fiscal impact of this item. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye

Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. E. 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 Wild West Casino Night on May 1, 2026. (Marcos Ramirez, San Luis FRONTERA Rotary Club)

A. Presentation by staff and/or applicant

Ms. Angelica Roldan, Director of Parks & Recreation, mentioned that she also represents the San Luis Frontera Rotary Club and the proceeds obtained during this event will be utilized towards scholarships.

B. Open Public Hearing

Mayor Nieves Riedel opened the Public Hearing.

C. Call to the public on this item

Mr. James Allen Jr., 1549 E. Babbitt Lane, San Luis, AZ, expressed concern that when alcohol is served at these events, the real issue is the potential consequences that can occur afterward, as long as the organizers are supervising and ensuring everything stays within standards. While that oversight is important, the first incident outside of that, where someone gets hurt or ends up with a DUI, shows that they are not effectively monitoring the event to keep residents safe.

D. Close Public Hearing

Mayor Nieves Riedel closed the Public Hearing.

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

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Esteban C. Rosales to recommend approval to the Arizona Department of Liquor Licenses and Control for the Special Event Liquor License Application for the San Luis Frontera Rotary Club, as presented. The motion passed unanimously.
The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Council Member Tadeo Azael De La Hoya	Aye

Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. F. Discussion and possible action on any and all matters regarding a budget transfer to cover Solid Waste vehicle maintenance and operation expenses for the remainder of Fiscal Year 2026. (Manuel Hernandez, Assistant Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, explained that his department is requesting the Mayor and Council's approval for a $150,000 budget transfer to the solid waste budget. Maintenance funds were insufficient to meet fiscal-year needs, so they are seeking to transfer budget capacity from another capital improvement project (CIP). In this case, they plan to transfer funds from the wastewater treatment plant expansion. That project is ongoing and progressing, though not as quickly as expected. The request is to transfer $150,000.00 to the gas, oil, and vehicle maintenance accounts within the solid waste budget.

There were comments, questions, and answers among the Mayor, some Council Members, and Mr. Vera, including the cost of gasoline, the budget for it, and possibly amending the motion to include additional funds for this expense.

MOTION: Council Member Lizeth Servin/Council Member Esteban C. Rosales to authorize a budget transfer of $170,000.00 from the West Wastewater Treatment Plant Expansion Project, Project #2025-050, to the Solid Waste Fund as outlined in the fiscal impact of this agenda item. The motion passed unanimously.

The vote was as follows:

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

7. G. Discussion and possible action on any and all matters regarding Resolution No. 2394. A Resolution of the Mayor and Council of the City of San Luis, Arizona, approving the Intergovernmental Agreement (IGA) between the City of San Luis, Arizona, and Yuma County for roadway and traffic signal maintenance. (Manuel Hernandez, Assistant Director of Public Works)

Mr. Eulogio Vera, Director of Public Works, stated that this item was presented to the City Council about ten (10) years ago. This is an intergovernmental agreement (IGA) with Yuma County to collaborate on various projects, but it has primarily been used for ship seals. The Public Works Department has assisted with striping and has helped maintain the city's traffic signals for several years. Recently, the City of San Luis has mainly depended on them for support. This IGA has a five-year term and can be renewed for an additional five (5) years. It has been reviewed by the Legal Department for both entities and approved by the Board of Supervisors.

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Lizeth Servin to approve and adopt Resolution No. 2394. The motion passed unanimously.

The vote was as follows:

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

7. H. Discussion and possible action on any and all matters regarding Resolution No. 2395. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, authorizing the submission of an application and committing local match funds for the Arizona Department of Transportation (ADOT) Transportation Alternatives Program (TAP) Grant for the East Main Canal Shared-Use Path Project (County 22nd Street to Urtuzuastegui Street). (Armando Esparza, Director of Economic Development)

Mr. Armando Esparza, Director of Economic Development, said the Economic Development Department has been preparing an application to the Arizona Department of Transportation's Alternatives Program to secure scoping funds for a multi-use path along the East Main Canal. This program is a pass-through from ADOT, funded by the federal government for rural areas, and provides small transportation projects for recreational bicycles and pedestrians. The city is requesting $500,000.00 for the scoping project. This estimate is based on Yuma County, which was awarded this grant last year; their project is about two miles. In discussions with the Public Works Department, the city's project would be around five miles, which is how the cost is being calculated. However, if awarded, ADOT will manage the program and determine the project length or the final cost of the scoping documents.
He added that this scoping document is necessary for future design and construction funding rounds, which have a 5.7% local match requirement. Staff is seeking authorization to submit the grant application and to allocate the local match. If awarded, funding would be in Fiscal Year 2027.

MOTION: Mayor Nieves Riedel/Council Member Esteban C. Rosales to approve and adopt Resolution No. 2395, as presented. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. I. Discussion and possible action on any and all matters regarding Resolution No. 2396. A resolution of the Mayor and City Council of the City of San Luis, Arizona, amending Section HR-4-03(A) of the City of San Luis Personnel Policies relating to Holidays by renaming Cesar Chavez Day; and declaring it an emergency. (Jenny Torres, City Manager)

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

Ms. Jenny Torres, City Manager, explained that in 2019 the City Council established the Cesar Chavez Holiday, which will be observed next Tuesday, March 31st. The purpose of this holiday is to honor civil rights leader Cesar Chavez for his advocacy on behalf of agricultural workers. Based on recent allegations, the city staff wanted to bring this to the City Council's attention and seek guidance, as there may be consideration of either renaming Cesar Chavez Day to Farm Workers Day or eliminating the holiday and replacing it with another. If a replacement holiday is considered, the staff would like to recommend using one of the most widely observed holidays by municipalities: Christmas Eve Day, December 24th. She asked for guidance and direction on what the City Council wants to do regarding this holiday.

Mayor Nieves Riedel asked what Ms. Torres' recommendation is.

Ms. Torres replied that the first option is for the City Council to rename the Cesar Chavez holiday to Farm Workers Day. If the Council wishes to make an immediate change, it will require six (6) votes because the change would be enacted with an emergency clause. The second option is to replace the Cesar Chavez holiday with another holiday, which the staff recommends: Christmas Eve, December 24th. A motion can be made with or without the emergency clause.
She added that if the motion is made without the emergency clause, the resolution will become effective 30 days after passage, replacing the holiday, with the December holiday taking its place.

Mayor Nieves Riedel stated that six (6) votes are required for the first option. Council Member Tadeo Azael De La Hoya just left for a school function, and Council Member

Luis E. Cabrera is not present. She had spoken with some city employees who already have plans for this holiday, and the City Council needs to be mindful of every city employee and take them into account. She suggested tabling this item until all Members of Council are present to decide on it.

Mr. Joe Estes, Interim City Attorney, stated that the item could not pass with the emergency clause because six (6) votes are required. If the City Council decides to table it, it would be brought back at the next regular meeting, allowing discussion and a potential vote on it with the emergency clause included. If the City Council votes now on the change and the resolution, the change would take 30 days to take effect. The emergency clause provision allows it to take effect immediately.

MOTION: Council Member Esteban C. Rosales/Vice Mayor Javier Vargas to table the item. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

8. SUMMARY OF CURRENT EVENTS

Vice Mayor Javier Vargas reported that last week, he, along with Council Member Lizeth Servin and Mr. Armando Esparza, Director of Economic Development, visited the State Capitol and met with their representatives to advocate for the community and express concerns about changes that could affect it. State Representatives listened, heard their voices, understood the city's position, and, most importantly, stood with them. This is what representation should look like: open dialogue, mutual respect, and a commitment to the people they serve.

Mayor Nieves Riedel reported that the war in Iran is causing businesses to close in the city. For example, Wendy's is closing on March 30, 2026, along with two (2) other small businesses.

Council Member Lizeth Servin reported that last week she attended her 8th class with the Civic Craft Leadership Group. This class began in August of last year and includes participants from 40 cities, including Mayors, Vice Mayors, and Council Members. They listen to the challenges each municipality faces. She also received a call from Representative Sandoval inviting her to join the group, Valley Leadership, with Mr. Armando Esparza, Director of Economic Development, and Ms. Buna George from the Greater Yuma Port Authority. She added that this is a group of professionals and that

this is their 5th year coming and touring different communities. She also reported that they toured the border and were told that, for the new port of entry, they were awarded 200 new officers in total for the whole state. 100 of those officers are being sent to San Luis, and it is a good opportunity for youth interested in that career, as they are seeking 100 Customs and Border Protection (CBP) Officers.

Council Member Maria Cecilia Cruz added to Council Member Lizeth Servin's comments and reported that they toured the modernization and expansion of the Port of Entry 1, which had been 12 years in the making and advocated for $365 million. Seeing it come to fruition is an amazing accomplishment. 8.4 million travelers pass through the San Luis Port of Entry 1 each year. It is a 24-hour port of entry. The new port of entry is a state-of-the-art facility, and there is not one like it in the nation.

Mayor Nieves Riedel added that on the 8th of next month, the 16 lanes from Mexico to the USA will be open; this will help a lot, allowing more people to come over to shop locally.

9. ADJOURNMENT

MOTION: Council Member Esteban C. Rosales/Mayor Nieves Riedel to adjourn the Regular Council meeting at approximately 7:10 p.m. The motion passed unanimously.

The vote was as follows:

Council Member Maria Cecilia Cruz	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

APPROVED:

_____
Nieves Riedel, Mayor

ATTEST:

_____
Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on March 25, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Sonia Cornelio, City Clerk

AGENDA ITEM REVIEW FORM

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

Meeting Date: 04/22/2026

Summary

DISBURSEMENTS
From April 2, 2026 to April 14, 2026
Total $2,419,487.84 (Two Million, Four Hundred Nineteen Thousand, Four Hundred Eighty-Seven Dollars and Eighty-Four Cents)

Attachments

Disbursements

City of San Luis
Finance Department

COUNCIL MEETING APRIL 22, 2026
Disbursement Report from 04/02/2026 TO 04/14/2026

Bank Accounts	Check Date	Amount	Schedule
Accounts Payable Check Account	04/02/2026	$ 729,626.41	Schedule A
Payroll Check Account	04/03/2026	$ 625,035.95	Schedule B
Payroll Check Account	04/07/2026	$ 3,974.42	Schedule B
Accounts Payable Check Account	04/10/2026	$ 1,060,851.06	Schedule C
	Total Disbursements:	**$ 2,419,487.84**	-

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

Prepared by Karla Plascencia: _____

Verified by Finance: RJ Encinas

For Council approval on: _____

Mayor: _____

Council: _____

_____

_____

_____

_____

_____

RECEIVED
APR 16 2026
CITY CLERK'S OFFICE

City of San Luis

Payment Register

From Payment Date: 3/30/2026 - To Payment Date: 4/2/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
114837	04/02/2026	Open			Accounts Payable	AED EVERYWHERE, INC.	$285.96		
114838	04/02/2026	Open			Accounts Payable	ALLO HOLDINGS, LLC	$1,433.42		
114839	04/02/2026	Open			Accounts Payable	ARIZONA MUNICIPAL CLERK'S ASSOCIATION	$85.00		
114840	04/02/2026	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	$43.66		
114841	04/02/2026	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$1,361.98		
114842	04/02/2026	Open			Accounts Payable	CANON FINANCIAL SERVICES, INC	$1,276.70		
114843	04/02/2026	Open			Accounts Payable	CENTURYLINK	$69.73		
114844	04/02/2026	Open			Accounts Payable	CORREA, CARLOS	$199.27		
114845	04/02/2026	Open			Accounts Payable	DOWNTIME BAND LLC	$750.00		
114846	04/02/2026	Open			Accounts Payable	ERFERT, RICK	$1,807.31		
114847	04/02/2026	Open			Accounts Payable	GAMMAGE & BURNHAM, PLC	$3,660.00		
114848	04/02/2026	Open			Accounts Payable	HAJOCA CORPORATION	$523.05		
114849	04/02/2026	Open			Accounts Payable	HD SUPPLY, INC.	$118.73		
114850	04/02/2026	Open			Accounts Payable	IRON MOUNTAIN INC	$274.41		
114851	04/02/2026	Open			Accounts Payable	JUAREZ ROJAS, ANGEL	$5,000.00		
114852	04/02/2026	Open			Accounts Payable	LAWSON PRODUCTS INC.	$1,594.02		
114853	04/02/2026	Open			Accounts Payable	QUINONEZ, FRANCISCO	$390.00		
114854	04/02/2026	Open			Accounts Payable	SOUTHWEST PLUMBING & AIR LLC	$2,150.00		
114855	04/02/2026	Open			Accounts Payable	STATUS CREATIVO LLC	$1,853.84		
114856	04/02/2026	Open			Accounts Payable	TRUCK WORLD ACCESSORIES	$3,820.00		
114857	04/02/2026	Open			Accounts Payable	VARGAS, JAVIER	$232.00		
114858	04/02/2026	Open			Accounts Payable	WE ARE - SOMOS	$240.00		
114859	04/02/2026	Open			Accounts Payable	XEROX CORPORATION	$829.70		
114860	04/02/2026	Open			Accounts Payable	YUMA COUNTY PUBLIC HEALTH	$568.00		
114861	04/02/2026	Open			Accounts Payable	YUMA UNION HIGH SCHOOL	$500.00		
114862	04/02/2026	Open			Accounts Payable	YUMA WINLECTRIC CO.	$419.28		
Type Check Totals:					26 Transactions		$29,486.06		
EFT									
9408	04/02/2026	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	$235,052.11		
9409	04/02/2026	Open			Accounts Payable	BILL ALEXANDER FORD	$196.92		
9410	04/02/2026	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	$231.98		
9411	04/02/2026	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	$533.35		
9412	04/02/2026	Open			Accounts Payable	CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST	$377,393.00		
9413	04/02/2026	Open			Accounts Payable	CIVICPLUS, LLC	$1,056.28		
9414	04/02/2026	Open			Accounts Payable	DESERT WATER STORE INC	$292.24		
9415	04/02/2026	Open			Accounts Payable	FRUTH GROUP INC	$1,147.92		
9416	04/02/2026	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$3,526.00		
9417	04/02/2026	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$5,588.11		
9418	04/02/2026	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$136.54		
9419	04/02/2026	Open			Accounts Payable	MAYA'S CONSTRUCTION LLC.	$5,030.00		
9420	04/02/2026	Open			Accounts Payable	MES I ACQUISITION INC.	$430.53		
9421	04/02/2026	Open			Accounts Payable	MN8 ENERGY OPERATING COMPANY LLC	$49,837.26		

SCHEDULE A

City of San Luis

Payment Register

From Payment Date: 3/30/2026 - To Payment Date: 4/2/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9422	04/02/2026	Open			Accounts Payable	POLAR ICE LLC	$316.08		
9423	04/02/2026	Open			Accounts Payable	ROACH PEST CONTROL	$525.00		
9424	04/02/2026	Open			Accounts Payable	RUSH TRUCK CENTER	$8,572.90		
9425	04/02/2026	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$5,963.17		
9426	04/02/2026	Open			Accounts Payable	SOUTHWEST MERCH LLC	$2,567.03		
9427	04/02/2026	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	$470.00		
9428	04/02/2026	Open			Accounts Payable	ULINE, INC.	$123.09		
9429	04/02/2026	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$132.69		
9430	04/02/2026	Open			Accounts Payable	YUMA COUNTY RECORDER'S OFFICE	$84.00		
9431	04/02/2026	Open			Accounts Payable	YUMA NURSERY LLC	$164.75		
9432	04/02/2026	Open			Accounts Payable	YUMA SUN INC	$240.00		
9433	04/02/2026	Open			Accounts Payable	YUMA WINNELSON CO.	$529.40		
Type EFT Totals:					26 Transactions		$700,140.35		

1BYPAYABLE - 1st BY Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	26	$29,486.06	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	26	$29,486.06	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	26	$700,140.35	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	26	$700,140.35	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	$729,626.41	$0.00

City of San Luis

Payment Register

From Payment Date: 3/30/2026 - To Payment Date: 4/2/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	52	$729,626.41		$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	26	$29,486.06	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	26	$29,486.06	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	26	$700,140.35	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	26	$700,140.35	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	$729,626.41	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	52	$729,626.41	$0.00

Guadalupe Canez

Digitally signed by: Guadalupe Canez
DN: CN = Guadalupe Canez email = gcanez@sanluisaz.gov C = AD
Date: 2026.04.02 15:10:40 -07'00'

Pay Day Register

Pay Date Range 03/21/26 - 04/03/26
Pay Batch 202608

Pay Batch 202608 Total
Employees in Pay Batch 355
Female Employees in Pay Batch 97

Hours Description	Hours	Gross
100 - REGULAR	24,693.7500	639,727.66
1001 - LEAVE WITHOUT PAY	20.7500	.00
1005 - BEREAVEMENT	56.7500	1,954.24
1007 - ON CALL WORKED HOURS	20.0000	470.56
1009 - PART TIME	101.7500	1,641.32
1010 - PART TIME FIREFIGHTERS	57.0000	1,198.99
1012 - LEAVE WITH PAY	24.0000	632.16
201 - OVERTIME	1,389.0000	56,021.62
202 - OP STONE GARDEN- O.T.	327.0000	17,279.11
2023 - FMLA - SICK LEAVE	59.9200	1,538.80
2024 - FMLA - VACATION LEAVE	160.4200	4,066.84
2036 - MARSHALS OT	21.0000	911.93
2038 - FMLA - LEAVE WITHOUT	45.8300	.00
210 - SRO	99.5000	2,867.43
300 - VACATION EARNED	1,410.0400	.00
301 - VACATION USED	1,358.0000	37,450.96
400 - SICK EARNED	1,370.1000	.00
401 - SICK USED	36.2300	791.26
405 - SCHEDULED SICK LEAVE	406.0000	11,442.34
406 - UNSCHEDULED SICK LEAVE	488.5000	11,636.10
501 - WC PUBLIC SAFETY USED	36.0000	1,042.20
502 - ON CALL PAY I.T.	.0000	125.00
503 - STAND-BY PAY	671.9000	1,343.80
701 - HOLIDAY	2,628.0000	71,472.92
704 - FIRE HOLIDAY EARNED	667.8000	.00
706 - HOLIDAY WORKED HOURS	354.5000	14,212.92
809 - RETRO PAY	13.4300	369.33
900 - COMPENSATION EARNED	18.7500	.00
901 - COMPENSATION USED	73.5000	1,724.55
911 - First Responders Emergency	297.2500	11,117.61
9111 - First Responders	6.0000	138.84
940 - PD - EDU ASST	.0000	500.00
941 - PD - EDU BCHL	.0000	750.00
950 - PD -SRT	.0000	100.00
951 - PD - K-9 HANDLER	.0000	150.00
952 - PD - PHLEBOTOMIS	.0000	150.00
953 - PD - COLLISION	.0000	150.00
956 - PD - MIDNIGHT SHFT	.0000	800.00
961 - FD - EDU ASST	.0000	700.00

Withholdings and Deductions		Gross Base
Gross	897,163.49	
Imputed Income		
FEDERAL TAX WITHHOLDING	53,600.34	774,414.94
SOCIAL SECURITY TAX	55,624.22	897,163.49
MEDICARE	13,008.44	897,163.49
STATE WITHHOLDING	16,498.72	774,414.94
AM. FIDELITY - HEALTH FSA	25.00	.00
AM. FIDELITY- ACCIDENT-POST	25.01	.00
AM. FIDELITY- ACCIDENT-PRE	471.55	.00
AM. FIDELITY- CANCER-POST	43.30	.00
AM. FIDELITY- CANCER-PRE TAX	157.40	.00
AM. FIDELITY- GCI -POST TAX	73.09	.00
AM. FIDELITY- GHI- PRE TAX	259.84	.00
AM. FIDELITY- LIFE -POST TAX	316.48	.00
AM. FIDELITY- TX LIFE -POST	178.44	.00
AZ COPS - SLPD	615.00	.00
AZ STATE RETIREMENT	58,972.70	497,241.36
CHILD SUPPORT 2	234.46	.00
DEFERRED COMP - ROTH	1,275.00	.00
DEFERRED COMP - ROTH	233.43	5,835.86
DEFERRED COMPENSATION	2,720.00	.00
DEFERRED COMPENSATION	848.20	7,057.22
FOP/ALC	450.00	.00
GARNISHMENT	274.15	.00
GARNISHMENT - CHILD	2,231.38	.00
IAFF- FIRE DEPT	1,485.00	.00
LEGAL SHIELD	49.83	.00
LONG TERM DISABILITY	698.58	497,241.36
MANHATTANLIFE ASSURANCE	96.51	.00
MEX ONLY DENTAL - EE &	192.36	.00
MEX ONLY DENTAL - EE &	427.35	.00
MEX ONLY DENTAL - EE &	201.52	.00
MEX ONLY HEALTH - EE & CH	656.04	.00
MEX ONLY HEALTH = S	567.45	.00
MEXICO ONLY HEALTH - EE &	2,525.61	.00
MEXICO ONLY HEALTH - EE &	596.40	.00
MISCELLANEOUS	195.00	.00
PAC FUND- FIRE DEPT.	116.00	.00
PS DEFERRED COMP - ROTH	655.00	.00

Benefits		Gross Base
ASRS ALTERNATE	560.18	5,745.40
AZ STATE RETIREMENT	58,972.70	497,241.36
DENTAL = FAMILY	398.00	.00
LONG TERM DISABILITY	698.58	497,241.36
MEDICAL MEX ONLY - EE &	2,664.09	.00
MEDICAL MEX ONLY - EE &	10,256.14	.00
MEDICAL MEX ONLY - EE &	2,421.90	.00
MEDICAL MEX ONLY - EE ONLY	5,105.88	.00
MEX & US HEALTH = EE	59,640.48	.00
MEX ONLY DENTAL - EE &	149.52	.00
MEX ONLY DENTAL - EE &	332.15	.00
MEX ONLY DENTAL - EE &	156.64	.00
MEX ONLY DENTAL - EE ONLY	252.34	.00
PSPRS - ALTERNATE	270.03	3,375.33
PSPRS FIRE DB NORM - TIER 1	10,458.24	84,001.85
PSPRS FIRE DB NORM - TIER 2	1,153.80	9,267.53
PSPRS FIRE DB NORM - TIER 3	9,267.41	106,644.53
PSPRS FIRE DB UNFUND - TIER	1,915.25	84,001.85
PSPRS FIRE DB UNFUND - TIER	211.30	9,267.53
PSPRS FIRE DB UNFUND - TIER	2,655.47	106,644.53
PSPRS POLICE DB NORM - TIER	5,320.79	55,252.10
PSPRS POLICE DB NORM - TIER	1,224.50	12,715.42
PSPRS POLICE DB NORM - TIER	6,182.67	71,146.95
PSPRS POLICE DB UNFUND -	2,696.32	55,252.10
PSPRS POLICE DB UNFUND -	620.52	12,715.42
PSPRS POLICE DB UNFUND -	3,746.61	72,189.15
STANDARD STD	4,975.31	.00
U.S. MEX DENTAL - EE &	398.50	.00
U.S. MEX DENTAL - EE &	127.52	.00
US & MEX DENTAL - EE	3,210.24	.00
US & MEX HEALTH = C	27,253.52	.00
US & MEX HEALTH = FAMILY	27,454.41	.00
US & MEX HEALTH = SP	5,982.48	.00
VISION - SINGLE	1,297.32	.00
VSP- VISION	572.25	.00
WC PSPRS 17.38	181.13	1,042.20
Total	$258,784.19	

SCHEDULE B

Pay Day Register

Pay Date Range 03/21/26 - 04/03/26
Pay Batch 202608

962 - FD - EDU BACHL	.0000	225.00
965 - PD - STAND-BY PAY	.0000	1,334.00
967 - FD - SPECIAL ASSIGNEMNT	488.0000	976.00
968 - SRO 50	.0000	150.00
ENFORCED DAY OFF - ENFORCED	20.0000	.00
Total	37,420.6700	$897,163.49

PS DEFERRED COMP - ROTH	642.93	8,846.48
PS DEFERRED COMP TIAA -	589.27	14,054.22
PS DEFERRED COMPENSATION	2,135.00	.00
PSPRS FIRE DB RATE - TIER 1a	5,121.40	66,946.14
PSPRS FIRE DB RATE - TIER 1b	1,304.76	17,055.71
PSPRS FIRE DB RATE - TIER 2	708.96	9,267.53
PSPRS FIRE DB RATE - TIER 3	9,267.41	106,644.53
PSPRS POLICE DB RATE - TIER	2,553.67	33,381.24
PSPRS POLICE DB RATE - TIER	1,673.11	21,870.86
PSPRS POLICE DB RATE - TIER 2	972.73	12,715.42
PSPRS POLICE DB RATE - TIER 3	6,182.67	71,146.95
STANDARD LIFE ADDTNL	700.19	.00
TRANSWESTERN MEXICAN	141.00	.00
U.S. MEX DENTAL - EE &	513.25	.00
U.S. MEX DENTAL - EE &	164.24	.00
UNITED WAY	14.00	.00
US & MEX DENTAL= FAMILY	512.40	.00
US & MEX HEALTH = C	6,711.29	.00
US & MEX HEALTH = FAMILY	6,760.80	.00
US & MEX HEALTH = S	6,626.72	.00
US & MEX HEALTH = SP	1,473.21	.00
VSP - VISION CHILDREN	257.89	.00
VSP - VISION FAMILY	348.50	.00
VSP - VISION SPOUSE	153.34	.00
Net	$625,035.95	

Miguel Ramirez
Signature

Employer Taxes		Gross Base
MEDICARE	13,008.44	897,163.49
SOCIAL SECURITY TAX	55,624.22	897,163.49
SUTA/UNEMPLOYMENT	5,163.26	860,523.82
Total	$73,795.92	

Workers' Comp		Gross Base
Ambulance EMT Search &	4,624.03	97,348.39
ANIMAL CONTROL OFFICERS	89.32	3,969.74
ATTORNEY- ALL & CLERICAL-	57.95	26,352.25
AUTO SERVICE/ REPAIR	326.18	11,690.93
BUILDING- NOC OPER BY	625.06	17,267.41
BUS COMPANY AND DRIVERS	83.99	1,521.60
CLERICAL OFFICE/ LIBRARY/	473.42	197,255.55
Electrician	73.78	2,349.60
FIREFIGHTERS & DRIVERS	5,798.09	122,065.00
GARBAGE/ ASH/ REFUSE	777.69	12,443.02
Homemaker Service	44.06	1,923.60
Motion Picture Production	16.44	2,529.61
MUNICIPAL/ TOWN/	991.74	56,670.99
PARKS- NOC ALL EMPLOYEES	832.52	26,854.60
POLICE OFFICERS	8,778.34	184,807.80
RECREATION- ALL EMPLOYEES/	316.67	23,114.00
SEWAGE DISPOSAL/ PLANT	1,428.61	41,528.98
Sewer Construction - All Operat	119.36	1,724.80
Street or Road Construction	2,986.17	33,818.48
WATERWORKS OPERATIONS	1,107.87	31,927.14
Total	$29,551.29	

Direct Deposits	Amount
1st Bank Yuma	38,542.51
ACADEMY BANK	3,314.12
Ally Bank	1,582.66
AVENIR FINANCIAL	49,980.15
Bank of America	9,834.25
Bank of America CA	1,177.59
Bankcorp	1,651.05
BANKCORP BANK	1,716.70
CAPITAL ONE	1,809.52
Charles Sch	350.00
Chase Bank	281,835.38
CHASE BANK CA	3,216.19
CHASE BANK MORGAN	2,699.45

Pay Day Register

Pay Date Range 03/21/26 - 04/03/26
Pay Batch 202608

CHASE BANK TX	1,500.00
chase centro	2,124.42
discover	400.00
EVOLVE BANK AND TRUST	168.41
FF CREDIT UNION	2,904.09
FIDELITY	563.95
FIREFIGHTER FIRST CREDIT UNION	17,336.54
HUGHES FCU	2,697.65
JP Morgan Chase	1,201.39
MECHNICS BANK	265.55
National Bank	1,315.82
National Police FCU	100.00
Navy Federal	39,952.38
NBKC Bank - Acorns	1,420.26
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	829.68
One Pay	600.00
PATHWARD	2,115.53
SOFI BANK	2,176.86
Sunbank	2,711.31
THE FOOTHILLS BANK	2,597.81
USAA FEDERAL SAVING	5,605.38
VANTAGE WEST	2,221.08
WASHINGTON FEDERAL	1,343.95
Wells Fargo	123,742.76
WELLS FARGO ARKANSAS	1,914.48
WELLS FARGO CA	4,819.01
WELLS FARGO CALE	1,433.45
Total	$621,891.33
Check	$3,144.62

Pay Day Register

Pay Date Range 04/01/26 - 04/30/26
Pay Batch 202604M

Pay Batch 202604M Total
Employees in Pay Batch 7
Female Employees in Pay Batch 3

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

Withholdings and Deductions		Gross Base
Gross	7,550.00	
Imputed Income		
FEDERAL TAX WITHHOLDING	81.01	4,753.74
SOCIAL SECURITY TAX	468.10	7,550.00
MEDICARE	109.48	7,550.00
STATE WITHHOLDING	118.21	4,753.74
ASRS Council	213.48	1,800.00
ASRS LTD Council	2.52	1,800.00
Council Retirement EORP	117.00	900.00
Dental Council	133.33	.00
EODCRS - COUNCIL	388.00	4,850.00
EODCRS - DISABILITY	6.79	4,850.00
Medical Council	1,895.84	.00
Vision Council	41.82	.00
Net	$3,974.42	

Miguel Ramirez 4/7/26

Benefits		Gross Base
ASRS Council	213.48	1,800.00
ASRS LTD Council	2.52	1,800.00
ASRS/EORP - LEGACY RATE	1,056.60	1,800.00
Dental Council	249.44	.00
EODCRS - COUNCIL	291.00	4,850.00
EODCRS - DISABILITY	6.79	4,850.00
EODCRS/EORP LEGACY RATE	2,600.09	4,850.00
Health Council	8,881.85	.00
Retirement Council EORP	636.30	900.00
Vision Council	76.98	.00
Total	$14,015.05	

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

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

Direct Deposits	Amount
1st Bank Yuma	1,340.09
CAPITAL ONE	651.91
Chase Bank	1,261.56
Navy Federal	104.92
Wells Fargo	615.94
Total	$3,974.42
Check	$0.00

SCHEDULE C

City of San Luis

Payment Register

From Payment Date: 4/6/2026 - To Payment Date: 4/10/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
114863	04/06/2026	Open			Accounts Payable	MARTINEZ, ARMANDO	$252.00		
114864	04/07/2026	Open			Accounts Payable	CARO MAGANA, VICTOR, H	$140.00		
114865	04/07/2026	Open			Accounts Payable	ORDAZ, RODOLFO	$140.00		
114866	04/09/2026	Open			Accounts Payable	ARIZONA CONFERENCE OF POLICE & SHERIFFS	$615.00		
114867	04/09/2026	Open			Accounts Payable	FLASH FUND GROUP	$274.15		
114868	04/09/2026	Open			Accounts Payable	FOP/ALC	$450.00		
114869	04/09/2026	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	$2,465.84		
114870	04/09/2026	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	$14.00		
114871	04/09/2026	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	$116.00		
114872	04/09/2026	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	$1,485.00		
114873	04/10/2026	Open			Accounts Payable	ALL HANDS FIRE EQUIPMENT	$433.39		
114874	04/10/2026	Open			Accounts Payable	ARCOS, HUMBERTO	$66.00		
114875	04/10/2026	Open			Accounts Payable	ASTORGA, ERICK	$116.00		
114876	04/10/2026	Open			Accounts Payable	BOJORQUEZ, LEONARDO	$120.00		
114877	04/10/2026	Open			Accounts Payable	BOTELLO, EMMANUEL	$116.00		
114878	04/10/2026	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	$258.69		
114879	04/10/2026	Open			Accounts Payable	CASTILLO URIBE, KYARA, ROBERTHA	$150.00		
114880	04/10/2026	Open			Accounts Payable	CASTILLO'S SOUTHWEST TOWING LLC.	$195.00		
114881	04/10/2026	Open			Accounts Payable	CENTURYLINK	$5,163.86		
114882	04/10/2026	Open			Accounts Payable	CENTURYLINK	$85.15		
114883	04/10/2026	Open			Accounts Payable	COMITE DE BIENESTAR INC	$2,699.39		
114884	04/10/2026	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	$968.00		
114885	04/10/2026	Open			Accounts Payable	CORE & MAIN LP	$9,989.33		
114886	04/10/2026	Open			Accounts Payable	DE LA TORRE, VICTOR	$64.00		
114887	04/10/2026	Open			Accounts Payable	DEGO MUSIC GROUP	$8,000.00		
114888	04/10/2026	Open			Accounts Payable	DIAZ, BRYAN	$150.00		
114889	04/10/2026	Open			Accounts Payable	EDWARDS & AMATO P.C.	$6,875.00		
114890	04/10/2026	Open			Accounts Payable	EMPIRE MACHINERY	$483.54		
114891	04/10/2026	Open			Accounts Payable	FREGOSO, ANGELICA	$170.00		
114892	04/10/2026	Open			Accounts Payable	G&T ALARM CO LLC	$180.00		
114893	04/10/2026	Open			Accounts Payable	GONZALEZ, JAVIER	$150.00		
114894	04/10/2026	Open			Accounts Payable	GUARDIAN ALLIANCE TECHNOLOGIES, INC.	$155.00		
114895	04/10/2026	Open			Accounts Payable	HD SUPPLY, INC.	$399.02		
114896	04/10/2026	Open			Accounts Payable	HEMMER, ADRIAN	$150.00		
114897	04/10/2026	Open			Accounts Payable	IMSA GARAGE DOORS LLC	$217.80		
114898	04/10/2026	Open			Accounts Payable	JUAREZ ROJAS, ANGEL	$6,300.00		
114899	04/10/2026	Open			Accounts Payable	LA BODEGA, LLC	$579.02		
114900	04/10/2026	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	$400.00		
114901	04/10/2026	Open			Accounts Payable	MARTINEZ, ROGELIO	$66.00		
114902	04/10/2026	Open			Accounts Payable	MUNOZ, DENISE, G	$600.00		

SCHEDULE D

Payment Register

From Payment Date: 4/6/2026 - To Payment Date: 4/10/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
114903	04/10/2026	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	$595.38		
114904	04/10/2026	Open			Accounts Payable	PEREDA, JOSE	$116.00		
114905	04/10/2026	Open			Accounts Payable	POLY'S PARTY RENTALS, LLC	$4,758.76		
114906	04/10/2026	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	$4,480.00		
114907	04/10/2026	Open			Accounts Payable	PRIETO, ERNESTO	$116.00		
114908	04/10/2026	Open			Accounts Payable	PUEBLO PIES LLC	$189.32		
114909	04/10/2026	Open			Accounts Payable	PUEBLO PIES LLC	$88.56		
114910	04/10/2026	Open			Accounts Payable	PULIDO AYALA, JESUS, I	$100.00		
114911	04/10/2026	Open			Accounts Payable	QUINONEZ, FRANCISCO	$430.00		
114912	04/10/2026	Open			Accounts Payable	RAMIREZ, LUIS	$195.09		
114913	04/10/2026	Open			Accounts Payable	RAYMOND R CORONA OD PC	$150.00		
114914	04/10/2026	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	$1,865.07		
114915	04/10/2026	Open			Accounts Payable	REYES BARRIOS, ERICK, ALAN	$140.00		
114916	04/10/2026	Open			Accounts Payable	RIVAS, FRANCISCO, OSWALDO	$825.00		
114917	04/10/2026	Open			Accounts Payable	RODARTE, RODRIGO	$150.00		
114918	04/10/2026	Open			Accounts Payable	RODRIGUEZ, DANIEL	$2,200.00		
114919	04/10/2026	Open			Accounts Payable	ROLLS AND BOWLS LLC	$685.01		
114920	04/10/2026	Open			Accounts Payable	SANCHEZ, JESSE	$2,000.00		
114921	04/10/2026	Open			Accounts Payable	SELF DEFENSE AND FITNESS CENTER SARALI ROBLES LLC	$300.00		
114922	04/10/2026	Open			Accounts Payable	SOUTHWEST ROOFING CONSULTING SERVICES INC	$5,600.00		
114923	04/10/2026	Open			Accounts Payable	STATUS CREATIVO LLC	$2,052.24		
114924	04/10/2026	Open			Accounts Payable	TORRES, JESUS, A	$710.00		
114925	04/10/2026	Open			Accounts Payable	ULTRA SHOW MAKERS LLC	$6,250.00		
114926	04/10/2026	Open			Accounts Payable	VOZ ENTERTAINMENT, LLC	$3,390.00		
114927	04/10/2026	Open			Accounts Payable	WALKER, BARBARA	$430.00		
114928	04/10/2026	Open			Accounts Payable	XEROX CORPORATION	$1,170.56		
114929	04/10/2026	Open			Accounts Payable	YUMA COUNTY CHAMBER	$350.00		
114930	04/10/2026	Open			Accounts Payable	ZARAGOZA, JOSE	$116.00		
114931	04/10/2026	Open			Accounts Payable	ZARATE, BIANCA	$170.00		
114932	04/10/2026	Open			Accounts Payable	BOWNET PROMOTIONS LLC	$384.27		
Type Check Totals:					70 Transactions		$91,259.44		
EFT									
9434	04/10/2026	Open			Accounts Payable	AIRGAS, INC.	$61.53		
9435	04/10/2026	Open			Accounts Payable	ALLKIOSK LLC	$1,269.03		
9436	04/10/2026	Open			Accounts Payable	ARIZONA MEDICAL WASTE	$391.32		
9437	04/10/2026	Open			Accounts Payable	B&H PHOTO & ELECTRONICS CORP.	$142.50		
9438	04/10/2026	Open			Accounts Payable	BILL ALEXANDER FORD	$2,325.08		
9439	04/10/2026	Open			Accounts Payable	BLT ASPHALT LLC	$5,338.32		
9440	04/10/2026	Open			Accounts Payable	BLT READY MIX CONCRETE LLC	$24,178.08		
9441	04/10/2026	Open			Accounts Payable	CDWG	$155,528.71		
9442	04/10/2026	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	$3,304.68		
9443	04/10/2026	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	$114.89		
9444	04/10/2026	Open			Accounts Payable	CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST	$370,171.00		
9445	04/10/2026	Open			Accounts Payable	CITY OF YUMA	$1,441.88		

City of San Luis

Payment Register

From Payment Date: 4/6/2026 - To Payment Date: 4/10/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9446	04/10/2026	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	$221.00		
9447	04/10/2026	Open			Accounts Payable	DESERT VALLEY POWER SYSTEMS	$2,560.34		
9448	04/10/2026	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	$618.94		
9449	04/10/2026	Open			Accounts Payable	DESERT WATER STORE INC	$106.26		
9450	04/10/2026	Open			Accounts Payable	DIGITAL ROOM LLC	$304.36		
9451	04/10/2026	Open			Accounts Payable	FRESH TERRA SERVICES LLC	$443.00		
9452	04/10/2026	Open			Accounts Payable	FRUTH GROUP INC	$778.90		
9453	04/10/2026	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	$15,940.75		
9454	04/10/2026	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	$784.00		
9455	04/10/2026	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	$9,490.45		
9456	04/10/2026	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	$957.90		
9457	04/10/2026	Open			Accounts Payable	LOOMIS	$2,154.38		
9458	04/10/2026	Open			Accounts Payable	MES I ACQUISITION INC.	$2,200.72		
9459	04/10/2026	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	$266.25		
9460	04/10/2026	Open			Accounts Payable	NAPA AUTO PARTS	$39.75		
9461	04/10/2026	Open			Accounts Payable	OMEGA INDUSTRIAL SUPPLY INC	$1,200.55		
9462	04/10/2026	Open			Accounts Payable	ORDUNO-CROUSE, CANDICE	$9,500.00		
9463	04/10/2026	Open			Accounts Payable	PACIFIC ADVANCED CIVIL ENGINEERING INC	$91,457.40		
9464	04/10/2026	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	$10,698.85		
9465	04/10/2026	Open			Accounts Payable	R.D. OFFUTT COMPANY	$1,269.00		
9466	04/10/2026	Open			Accounts Payable	RAMIREZ ADVISORS INTER-NATIONAL,LLC	$7,500.00		
9467	04/10/2026	Open			Accounts Payable	REAL PURIFIED WATER LLC	$8.00		
9468	04/10/2026	Open			Accounts Payable	RUSH TRUCK CENTER	$397.21		
9469	04/10/2026	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	$8,020.12		
9470	04/10/2026	Open			Accounts Payable	SAN LUIS WALK IN CLINIC, INC	$500.00		
9471	04/10/2026	Open			Accounts Payable	SEBIS DIRECT INC.	$3,200.84		
9472	04/10/2026	Open			Accounts Payable	SIMS MACKIN, LTD.	$1,575.00		
9473	04/10/2026	Open			Accounts Payable	SOUTHERN TIRE MART LLC	$3,188.17		
9474	04/10/2026	Open			Accounts Payable	SOUTHWEST MERCH LLC	$663.83		
9475	04/10/2026	Open			Accounts Payable	SPECTRUM BUSINESS	$228.40		
9476	04/10/2026	Open			Accounts Payable	STRONG, CAMERON, T	$720.00		
9477	04/10/2026	Open			Accounts Payable	SWIFT GROUP LLC	$223,517.57		
9478	04/10/2026	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	$593.75		
9479	04/10/2026	Open			Accounts Payable	ULINE, INC.	$141.52		
9480	04/10/2026	Open			Accounts Payable	UNIVERSAL BACKGROUND SCREENING INC	$76.87		
9481	04/10/2026	Open			Accounts Payable	WAXIE SANITARY SUPPLY	$898.33		
9482	04/10/2026	Open			Accounts Payable	YUMA COUNTY SHERIFF'S OFFICE	$840.00		
9483	04/10/2026	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	$252.67		
9484	04/10/2026	Open			Accounts Payable	YUMA SIGN MASTERS LLC	$615.78		
9485	04/10/2026	Open			Accounts Payable	YUMA WINNELSON CO.	$1,393.74		
Type EFT Totals:					52 Transactions		$969,591.62		
1BYPAYABLE - 1st BY Accounts Payable Totals									

City of San Luis

Payment Register

From Payment Date: 4/6/2026 - To Payment Date: 4/10/2026

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

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	70	$91,259.44	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	70	$91,259.44	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	$969,591.62	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	52	$969,591.62	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	122	$1,060,851.06	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	122	$1,060,851.06	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**70**	**$91,259.44**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**70**	**$91,259.44**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**52**	**$969,591.62**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**52**	**$969,591.62**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**122**	**$1,060,851.06**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**122**	**$1,060,851.06**	**$0.00**

Guadalupe Canez

Digitally signed by: Guadalupe Canez
DN: CN = Guadalupe Canez email = gcanez@sanluisaz.
ou = AD
Date: 2026.04.10 09:46:22 -07'00'

AGENDA ITEM REVIEW FORM

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

Meeting Date: 04/22/2026
Department Head: Joe Estes, City Attorney, Attorney's Office
Submitted By: Janet Taylor, Legal Secretary, Attorney's Office
Action Requested: Motion
Order

ITEM:

Discussion and possible action on any and all matters regarding Order No. 2026-03. An order of the Mayor and City Council of the City of San Luis, Arizona, authorizing joining the Remnant Defendants Opioid Settlement Agreement. **(Jenny Torres, City Manager and Joe Estes, Interim City Attorney)**

SUMMARY:

On November 13, 2019, the City Council authorized participating in the In re National Prescription Opiate Litigation multi-jurisdictional lawsuit against manufacturers, distributors, and retailers of prescription opiate drugs for reimbursement for money spent addressing the opioid crisis. That case against the corporations ended in 2019, and the money is being distributed.

The purpose of this agenda item is to provide an overview of the terms for the new Remnant Defendant Opioid Settlement ("Agreement") dated February 23, 2026. It outlines the next steps for the City of San Luis to seek participation.

A notice was sent by email on March 5, 2026, providing notice of the Remnant Defendant Opioid Settlement Agreement and the deadline for becoming a Participating Subdivision.

The Settlement includes the following Remnant Defendants:

- Associated Pharmacies, Inc.,
- American Associated Pharmacies
- J M Smith Corporation
- Louisiana Wholesale Drug Company, Inc.
- Morris & Dickson Co
- North Carolina Mutual Wholesale Drug Company, Inc.
- United Natural Foods, Inc.

In order to participate in the settlement proceeds, the City must execute and submit a Subdivision Settlement Participation Form ("Participation Form") before May 4, 2026, for the City to be considered a "Participating Subdivision." Submission of the Participation Form means the City (a) agrees to the terms of the Agreement; (b) releases all Released Claims against all Released Entities (described in the attachment); (c) agrees to use monies it receives from the settlement for purposes that qualify as opioid remediation; and (d) the City submits to the jurisdiction of the United States District Court for the Northern District of Ohio Eastern Division. If, for any reason, the Settlement Agreement does not become effective, the Participation Form is void.

This Order allows the Mayor to sign the Participation Form upon receipt and for staff to take any other

necessary action.

A memorandum provided by Pierce | Coleman is attached outlining the terms for the new Remnant Defendant Opioid Settlement Agreement.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE ORDER NO. 2026-03, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Please see fiscal impact statement.
CITY/STATE/FEDERAL FUNDS:	Please see fiscal impact statement.
TOTAL:	Please see fiscal impact statement.
BUDGETED AMOUNT:	Please see fiscal impact statement.
AVAILABLE AMOUNT TO TRANSFER:	Please see fiscal impact statement.
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Please see fiscal impact statement.

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

Distribution and Use of Settlement Funds

The payment to the City is being paid as compensatory restitution in order to restore, in whole or in part, the City's to the position or condition had the City not suffered the Alleged Harms. It is based on 2019 population estimates published by the U.S. Census Bureau, released May 2020. The Defendants shall pay into the Settlement Fund the Pooled Settlement Amount in consideration of the covenants, agreements, and releases set forth in this Agreement. The City's percentage of the Pooled Settlement Amount is currently 0.0036938001%, which is currently estimated at $3,609.00 (gross) and $3,161.00 (net). This amount is subject to change depending on the number of subdivisions that participate in the Settlement. The funds shall be allocated and used by the City **only for opioid remediation.**

Attachments

Opioid Remnant Settlement Agmt.

Order No. 2026-03

PIERCE | COLEMAN

Justin S. Pierce
Stephen B. Coleman
Trish Stuhan
Christina Estes-Werther
Jon M. Paladini
Joseph D. Estes
Dominic L. Verstegen
Allen H. Quist

17851 North 85th Street, Suite 175
Scottsdale, Arizona 85255

2812 North Norwalk, Suite 107
Mesa, Arizona 85215

Rodney F. W. States
Amy B. Chan
Jessica D. Silva
Justin B. Petersen
Michelle N. Stinson
Alexandra N. Cayton
Matthew W. Schiumo
Reilly K. Cunnington
Kate Cox

MEMORANDUM

To: Mayor and Council, City of San Luis

Cc: Jenny Torres, San Luis City Manager

From: Christina Estes-Werther, Pierce Coleman PLLC

Date: April 1, 2026

Subject: Summary of Remnant Defendant Opioid Settlement Agreement and Instructions for Submission of Subdivision Settlement Participation Form

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The purpose of this Memo is to provide an overview of the terms for the new Remnant Defendant Opioid Settlement Agreement ("Agreement") dated February 23, 2026 and outline next steps for the City of San Luis (the "City") if it seeks to participate. The full set of documents associated with each settlement agreement are listed in Attachment A and are on file with the City Clerk.

Background

Since 2021, there have been several national opioid settlements as follows:

- J&J and Distributors McKesson, Cardinal Health, and AmerisourceBergen ("2021 National Settlements");
- Teva, Allergan, Walmart, Walgreens and CVS ("2022 National Settlements");
- Kroger ("Kroger Settlement");
- Purdue/Sackler Settlement ("Purdue Settlement"); and
- Alvogen, Inc., Amneal Pharmaceuticals LLC, Apotex Corp., Hikma Pharmaceuticals USA Inc., Indivior Inc, Viatris, Inc., Sun Pharmaceuticals Industries, Inc., and Zydus Pharmaceuticals (USA) Inc. ("Secondary Manufacturers").

The aforementioned settlements were distributed in accordance with the One Arizona Distribution of Opioid Settlement Funds Agreement ("One Arizona Funds Agreement"); however, this Remnant Settlement is not part of the One Arizona Funds Agreement.

ATTORNEY CONTACT:
Christina Estes-Werther
Direct Line: 602-772-5524
Email: Christina@PierceColeman.com

Tel.: 602-772-5506
Fax: 877-772-1025
Website: www.piercecoleman.com

Municipal Participation in the Settlement

A Notice was sent by email from opioidsparticipation@rubris.com to the City on March 5, 2026 providing notice of the Agreement and the deadline for becoming a Participating Subdivision.

The settlements include the following Remnant Defendants:

1. Associated Pharmacies, Inc.
2. American Associated Pharmacies
3. J M Smith Corporation
4. Louisiana Wholesale Drug Company, Inc.
5. Morris & Dickson Co.
6. North Carolina Mutual Wholesale Drug Company, Inc.
7. United Natural Foods, Inc.[1]

In order to participate in the settlement proceeds, the City must execute and submit a Subdivision Settlement Participation Form ("Participation Form") before May 4, 2026 for the City to be considered a "Participating Subdivision." Submission of the Participation Form means the City (a) agrees to the terms of the Agreement; (b) releases all Released Claims[2] against all Released Entities (described in further detail in the next section); (c) agrees to use monies it receives from the settlement for purposes that qualify as opioid remediation; and (d) the City submits to the jurisdiction of the United States District Court for the Northern District of Ohio Eastern Division.[3] If for any reason the Settlement Agreement does not become effective, the Participation Form is void.

By executing and returning a Participation Form, the City agrees to the following:

1. The City has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;
2. The City is not relying on any statement, representation, omission, inducement, or promise by Defendants, except those expressly stated in this Agreement;

---

[1] Including subsidiaries SuperValu, Inc., Advantage Logistics Southwest, Inc., Advantage Logistics USA West, L.L.C., Advantage Logistics USA East, L.L.C., and UNFI Distribution Company, LLC

[2] "*Released Claims*" means any and all Claims, including Unknown Claims, that directly or indirectly are based on, arise out of, or in any way relate to or concern Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, Released Claims include any Claims that have been, are, or could be asserted against one or more Released Entities by any Participating Subdivision or Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, Covered Conduct (whether or not such Releasor has brought such action or proceeding). Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Settling Parties intend that this term be interpreted broadly. For the avoidance of doubt, Released Claims do not include Claims of private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

[3] Case No. 1:17-md-2804, Judge Dan Aaron Polster.

3. The City has, with the assistance of its attorneys, investigated the law and facts pertaining to the Released Claims and the Agreement;
4. The City has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys;
5. The City has all necessary authority to enter into this Agreement and release all Released Claims on behalf of itself and all other entities that are Releasors by virtue of their relationship or association with it;
6. The City has authorized the execution and performance of its Participation Agreement, and has authorized the person signing this Agreement on its behalf to do so;
7. Upon execution of its respective Participation Agreement, the City accepts, agrees to, and ratifies the terms of this Agreement; and
8. No portion of any relief under this Agreement to which the City may be entitled has been assigned, transferred, or conveyed by or for any of the Participating Subdivisions to any other person or entity.

Release of Claims

The Agreement dated February 23, 2026 resolves all Released Claims between Participating Subdivisions and the Defendants in United States District Court for the Northern District of Ohio Eastern Division upon specified conditions.

The primary provision for the City to consider is the release of all claims against the Defendants in exchange for settlement monies. The specific release language is as follows:

> As of the Effective Date, the Released Entities are fully, finally, and forever released and discharged from all of the Releasors' Released Claims. Each Releasor hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Participating Subdivisions shall look solely to the Settlement Funds for settlement and satisfaction against the Released Entities of all claims that are released hereunder. The MDL Court shall have continuing and exclusive jurisdiction to enforce the terms and provisions of this Agreement and any and all of its Orders made in connection with Settlement approval, notice, administration, and implementation.

> Notwithstanding the foregoing, the releases provided herein shall not release claims of governmental entities that do not participate in the Settlement; claims arising solely from conduct by the Defendants that occurs after the Effective Date; claims against the Defendants other than the Released Claims; or claims alleging a breach of this Agreement or seeking to enforce this Agreement.

Additional requirements include that the City will not seek contributions, payments, or indemnification from other parties relating to these Settlement Agreements, including any amounts paid under this Agreement (except for amounts owed pursuant to insurance contracts); provisions if a party declares bankruptcy; management of other claims outside of the Agreement; indemnification and contribution prohibitions for amounts paid under the Agreement; a general release under § 1542 of the California Civil Code, which encompasses claims not known or suspected to exist; and that the City does not waive, release or limit any criminal liability, workers' compensation claims, claims for liability under tax or securities laws, claims against parties who are not Released Entities or private individuals and any claims arising under this Agreement for enforcement of this Agreement.

Timeline Following Participation Form Submission

Following the deadline for subdivision participation, the Defendants will confirm the eligibility of the subdivisions through a review of the Participation Report and notify Plaintiffs' Counsel within 30 days of its determination. Within 14 days of the determination, the parties will submit an appropriate motion to the Court to report on the settlement and jointly request a consent judgment dismissing the actions, discharge and release the Defendants for all Released Claims; enjoin any other action by the City against the Defendants relating to the Released Claims; reserve and continue exclusive jurisdiction over the settlement; enter final judgment and confirm it is consistent with the terms of this Agreement. Following the entry of the Consent Judgment, the Settlement Administrator will distribute the funds.

Distribution and Use of Settlement Funds

The payment to the City is being paid as compensatory restitution in order to restore, in whole or in part, the City's to the position or condition had the City not suffered the Alleged Harms.[4] It is based on 2019 population estimates published by the U.S. Census Bureau, released May 2020. The Defendants shall pay into the Settlement Fund the Pooled Settlement Amount in consideration of the covenants, agreements, and releases set forth in this Agreement. The City's percentage of the Pooled Settlement Amount is currently 0.0036938001%, which is currently estimated at $3,609.00 (gross) and $3,161.00 (net). This amount is subject to change depending on the number of subdivisions that participate in the Settlement. The funds shall be allocated and used by the City **only for opioid remediation**. See *Exhibit D.*

[4] "*Alleged Harms*" means the alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of any chemical substance or finished pharmaceutical product made from or that is an opioid or opiate and that have allegedly been caused by the Defendants.

The Settlement Fund will be established at Huntington Bank, with Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC serving as the Settlement Fund Administrator subject to an escrow agreement mutually acceptable to the parties, and such escrow to be administered under the Court's continuing supervision and control. Taxes and tax expenses shall be paid out of the Settlement Funds and Defendants are held harmless from any tax liability.

Reporting Requirements

Since this Agreement is not being distributed under the terms of One Arizona, different reporting requirements apply. Following the entry of the Consent Judgment, Plaintiffs' Counsel will select a Designated Subdivision who will coordinate with the City and other Participating Subdivisions to file the appropriate tax forms. No other reporting requirements are in the Agreement although the City agrees to cooperate with the parties if additional information is required.

Next Steps

1. Place an action item on the agenda **prior to May 4, 2026** for Council to decide if the City will participate in the Settlement Agreement. The full settlement documents are on file with the City Clerk.
2. If the Council approves opting in to the Settlement Agreement, the City's designated point of contact will submit the Participation Form via DocuSign **by May 4, 2025**.
3. Once the settlement is finalized, the release against the Defendants will be in effect and more information will be provided about the distribution formula and specific amount allocated to the City for opioid remediation.

Attached to this Memo is a Settlement Overview provided by the Settlement Administrator and a copy of the Participation Form. The remaining forms are on file with the City Clerk. Please contact me with any questions at (602) 772-5524 or Christina@PierceColeman.com.

ATTACHMENT A

The following settlement documents and exhibits are on file with the City Clerk:

1. Remnant Defendant Settlement Agreement (dated February 23, 2026)
2. Exhibit A – List of Actions
3. Exhibit B – Alleged Harms
4. Exhibit C – List of Litigating Subdivisions
5. Exhibit D – List of Opioid Remediation Uses
6. Exhibit E – Plan of Allocation
7. Exhibit F – List of Affiliates
8. Exhibit H – Attorneys Fees and Costs
9. Exhibit G – Settlement Participation Form

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Order

No. 2026-03

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AUTHORIZING PARTICIPATION IN THE REMNANT DEFENDANT OPIOID SETTLEMENT AGREEMENT DATED FEBRUARY 23, 2026.

WHEREAS, the City of San Luis received notice of eligibility to participate in the Remnant Defendant Opioid Settlement Agreement on March 5, 2026

WHEREAS, the City of San Luis desires to join the Remnant Defendant Opioid Settlement Agreement (dated February 23, 2026)

WHEREAS, participants in the Remnant Defendant Opioid Settlement Agreement must opt-in before May 4, 2026.

WHEREAS, the San Luis City Council finds it in the public interest for the City to join the settlement for the benefits provided from the abatement.

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

SECTION 1: The above-recited understanding and findings of the San Luis City Council are incorporated by this reference and made a part of this order.

SECTION 2: The Mayor is authorized to sign the opt-in form to join the Remnant Defendant Opioid Settlement Agreement.

SECTION 3: The City Manager and City Attorney or their designees are authorized to take such action as is necessary to join the Remnant Defendant Opioid Settlement Agreement.

[Intentionally left blank. Signature page follows]

PASSED, ADOPTED AND APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____day of April, 2026.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Joe Estes, Interim City Attorney

AGENDA ITEM REVIEW FORM

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

Meeting Date: 04/22/2026

Department Head: Roula Encinas, Director of Finance, Finance Department

Submitted By: Angelica Cifuentes, Purchasing Coordinator, Finance Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the City of San Luis Fire Station No.1 Roof Repair Project. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

The Facilities Department is seeking Mayor and Council approval to accept and award a construction contract to EcoEnergy Solutions, LLC for the San Luis Fire Station No. 1 Roof Repair Project.

The repairs consist of 14,000 sq. ft. of sloped roof with clay tile, and 5,000 sq. ft. of low-sloped built-up roof. A roof with a watertight seal and a warranty for 10 years was requested as part of the bid. The sloped section with clay tiles scope consists of the removal of all tiles, replacing the underlayment, and reinstalling all tiles. Broken tiles are to be replaced with the same or approved equal tiles, and to be placed in the rear of the Fire Department, and all existing tiles are to be placed in public visible areas for consistency. The low slope section of the project is to repair flat surface roof for a watertight roof, repair flashings, and install coatings to qualify for a 10-year warranty. The winning contractor shall prepare all roof areas at the site designated in accordance with the Construction Documents, as prepared by Southwest Roofing Consultants, Inc.

The project was publicly advertised and procured utilizing the new procurement portal, OpenGov. EcoEnergy Solutions LLC., was determined to be the lowest responsive and responsible bidder, submitting a bid in the amount of $138,375.00.

Staff evaluated all bids and recommends awarding the contract to EcoEnergy Solutions, LLC. This purchase falls under the bidding provisions of our City of San Luis Procurement Code 3.05.030, 3.05.040, and 3.05.050.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AWARD THE CONTRACT TO ECOENERGY SOLUTIONS, LLC FOR THE SAN LUIS FIRE STATION NO. 1 ROOF REPAIR IN THE AMOUNT OF $138,375.00 AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$138,375.00
BUDGETED AMOUNT:	$140,750.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	NON CAPITAL PROJECTS/100-999-89000/PROJECT #2026024/REMAINING BALANCE $322,288.79

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

For Fiscal Year 2026, the Facilities Department was approved funding for the San Luis Fire Station No. 1 Roof Repair Project account 100-999-89000 in the amount of $140,750.00. The San Luis Fire Station No. 1 Roof Repair was contemplated by staff when requesting the continued budget for FY 2026.

Attachments

Bid Advertisement

Bid Documents

Bid Tabulation

Contract

AFFP
YS - 2026-RFP-00000004

Affidavit of Publication

STATE OF AZ } SS
COUNTY OF YUMA }

Lisa Reilly or David Fornof, being duly sworn, says:

That (s)he is Publisher or Director of Operations of the Yuma Sun, a daily newspaper of general circulation, printed and published in Yuma, Yuma County, AZ; that the publication, a copy of which is attached hereto, was in the published said newspaper on the following dates:

03/15/2026 03/22/2026

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Publisher or Director of Operations

Subscribed to and sworn to me this 22nd day of March 2026.

VIRGEN P PEREZ, Notary, Yuma County, AZ

My commission expires: May 10, 2029

OFFICIAL SEAL
VIRGEN P PEREZ
NOTARY PUBLIC - ARIZONA
YUMA COUNTY
COMM# 683378
My Comm. Expires MAY 10, 2029

38831 573285

CITY OF SAN LUIS - LEGAL
PO BOX 1170/1090 E. UNION ST
SAN LUIS AZ 85349

Ad text :

REQUEST FOR BIDS
CITY OF SAN LUIS, ARIZONA
SAN LUIS FIRE STATION NO. 1 ROOF REPAIRS
2026-RFP-00000004

NOTICE IS HEREBY GIVEN THAT sealed bids will be received through the Procurement Portal at https://procurement.opengov.com/portal/sanluisaz, until 10:00 A.M. (M.S.T.) on Tuesday, April 7, 2026, for furnishing all labor, materials, equipment, tools and performing all services required for the City of San Luis Fire Station No. 1 Roof Repair and work incidental thereto. The repairs consist of 14,000 sq. ft. of sloped roof with clay tile, and 5,000 sq. ft. of low slope built up roof. They City is seeking a roof with a watertight seal and warranty for 10 years.

The project shall be complete and in place within 60 calendar days from the date of Notice to Proceed.

Plans, specifications and contract documents may be obtained through the Procurement Portal at https://procurement.opengov.com/portal/sanluisaz.

A Non-Mandatory Pre-Bid Conference will be held at Fire Station No. 1 Conference Room 102, 1165 N McCain Avenue San Luis, AZ 85349 on Monday, March 23, 2026, at 10:00 A.M. (M.S.T.) to discuss specifications and any questions Bidders may have. All bidders are encouraged to visit the project site prior to bidding. The Pre-bid conference may also be attended virtually via the following link: Pre-Bid Meeting - City of San Luis Fire Station No. 1 Roof Repair

All bids must be submitted through the Procurement Portal and be accompanied by a certified or cashier's check or bid bond in the amount of ten (10%) percent of the total amount of the bid.

Bids will be publicly opened at the City of San Luis City Hall, Pedro Julian Conference Room, 1090 E. Union St. San Luis, AZ 85349 at 11:00 A.M. (M.S.T) and read aloud. Bid opening can also be viewed virtually via the following link: Bid Opening - City of San Luis Fire Station No. 1 Roof Repair

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

City of San Luis, Arizona

_____
Jenny Torres, City Manager

Yuma Sun: March 15, 22, 2026 - 573285

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

City of San Luis, Arizona

Jenny Torres, City Manager

Yuma Sun: March 8, 15, 2026 - 571053

REQUEST FOR BIDS
CITY OF SAN LUIS, ARIZONA
SAN LUIS FIRE STATION NO. 1 ROOF REPAIRS
2026-RFP-00000004

NOTICE IS HEREBY GIVEN THAT sealed bids will be received through the Procurement Portal at https://procurement.opengov.com/portal/sanluisaz, until 10:00 A.M. (M.S.T.) on Tuesday, April 7, 2026, for furnishing all labor, materials, equipment, tools and performing all services required for the City of San Luis Fire Station No. 1 Roof Repair and work incidental thereto. The repairs consist of 14,000 sq. ft. of sloped roof with clay tile, and 5,000 sq. ft. of low slope built up roof. They City is seeking a roof with a watertight seal and warranty for 10 years.

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City of San Luis, Arizona

Jenny Torres, City Manager

Yuma Sun: March 15, 22, 2026 - 573285

Thank you for reading today's Yuma Sun

ORGANIZERS
Vance A Velardez 488 South 14th Avenue, Yuma, AZ, 85364, Yuma, USA

SIGNATURE & AFFIRMATION
I affirm, under penalty of perjury, that information provided is accurate to the best of my knowledge, and that I have authority to submit this filing.
Organizer: Vance A Velardez – 01/27/2026
Yuma Sun: March 13, 14, 15, 2026 - 569492



TS No. 2025-00361-AZ
NOTICE OF TRUSTEES SALE
The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust dated 05/04/2006 and recorded on 05/10/2006 as Instrument No. 2006-19501, Book --- Page --- and rerecorded on as in the official records of Yuma County, Arizona, **NOTICE! IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00 P.M. MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE. UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL AND WILL OCCUR** at public auction to the highest bidder On the steps at the East entrance to the Yuma County Courthouse, East Entrance, 168 South 2nd Avenue, Yuma, AZ 85364, in Yuma County, on **04/24/2026** at **10:00 AM** of said day:

Legal Description:
LOT 300, FALLS RANCH UNIT NO. 5, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YUMA COUNTY, ARIZONA IN BOOK 19 OF PLATS, PAGES 67 - 69. EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER SUBSTANCES OF A GASEOUS NATURE, GEOTHERMAL RESOURCES, COAL, METALS, MINERALS, FOSSILS, FERTILIZER OF EVERY NAME AND DESCRIPTION AND EXCEPT ALL MATERIALS WHICH MAY BE ESSENTIAL TO

CITY OF SAN LUIS

REQUEST FOR PROPOSAL (RFP)

CONTRACT DOCUMENTS

FOR

CITY OF SAN LUIS

CITY OF SAN LUIS FIRE STATION NO. 1 ROOF REPAIR

2026-RFP-00000004

SEALED REQUEST FOR PROPOSAL DEADLINE

Tuesday, April 7, 2026, 11:00 am

CITY OF SAN LUIS
1090 EAST UNION STREET | P.O. BOX 7740 | SAN LUIS, AZ 85349

TABLE OF CONTENTS
CITY OF SAN LUIS
undefined

1. ADVERTISEMENT FOR BIDS
2. INSTRUCTIONS TO BIDDERS
3. SCOPE OF WORK
4. PROPOSAL KIT
5. BID SCHEDULE
6. CITY INSURANCE REQUIREMENTS
7. GENERAL CONDITIONS OF THE CONTRACT
8. ATTACHMENTS

Attachments:

A - Contractor's Affidavit Regarding Settlement of Claims

B - Fire Dept Roof Repair Highlighted Map TILES

C - Fire Dept Roof Repair Highlighted Map FLAT ROOF

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN THAT sealed bids will be received through the Procurement Portal at https://procurement.opengov.com/portal/sanluisaz, until 11:00 am (M.S.T.) on Tuesday, April 7, 2026, for furnishing all labor, materials, equipment, tools and performing all services required for the City of San Luis Fire Station No. 1 Roof Repair and work incidental thereto. The repairs consist of 14,000 sq. ft. of sloped roof with clay tile, and 5,000 sq. ft. of low slope built up roof. They City is seeking a roof with a watertight seal and warranty for 10 years.

The project shall be complete and in place within 60 calendar days from the date of Notice to Proceed.

Plans, specifications and contract documents may be obtained through the Procurement Portal at https://procurement.opengov.com/portal/sanluisaz.

A Non-Mandatory Pre-Bid Conference will be held at Fire Station No. 1 Conference Room 102, 1165 N McCain Avenue San Luis, AZ 85349 on Monday, March 23, 2026, at 10:00 am (M.S.T.) to discuss specifications and any questions Bidders may have. All bidders are encouraged to visit the project site prior to bidding. The Pre-bid conference may also be attended virtually via the following link: Pre-Bid Meeting - City of San Luis Fire Station No. 1 Roof Repair

All bids must be submitted through the Procurement Portal and be accompanied by a certified or cashier's check or bid bond in the amount of ten (10%) percent of the total amount of the bid.

Bids will be publicly opened at the City of San Luis City Hall, Pedro Julian Conference Room, 1090 E. Union St. San Luis, AZ 85349 at 11:00 A.M. (M.S.T) and read aloud. Bid opening can also be viewed virtually via the following link: Bid Opening - City of San Luis Fire Station No. 1 Roof Repair

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

City of San Luis, Arizona

Jenny Torres, Acting City Manager

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

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

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

1.3 Addenda are written or graphic instructions issued prior to the execution of the contract which modify or interpret the Bidding Documents, including Drawings, conditions of the Contract and

Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

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

2. BIDDER'S REPRESENTATION

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

3. BIDDING DOCUMENTS

3.1 Bidders may obtain copies of the bidding Documents through the Procurement Portal at https://procurement.opengov.com/portal/sanluisaz.

4. INTERPRETATION OF BIDDING DOCUMENTS

4.1 Should a Bidder find discrepancies, inconsistencies or obscurities in, or omissions from the bidding documents, or should he be in doubt as to their meaning, Bidder shall submit their questions through the Procurement Portal. A written Addendum, clarifying the intent of the documents shall be issued, if needed. Addenda may not be issued less than 48 hours before the time specified for receipt of bids. Questions received less than four calendar days prior to the assigned bid date cannot be answered in writing. Should any discrepancies not be clarified by Addendum, the Contractor shall use the most expensive condition shown or specified in bid.

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

4.3 All Addenda issued by the City during the time of bidding are to be included in the bid, and shall become a part of the bidding documents (bidder’s responsibility to check for addendums). Acknowledge receipt of Addenda through the Procurement Portal.

4.4 All questions must be submitted through the Procurement Portal no later than 11:00 am on Wednesday, March 25, 2026.

5. SUBSTITUTIONS

5.1 When a specific manufacturer, trade name or material is specified, or indicated, it is to establish a standard of quality and shall not be construed as limiting competition. However, components of

electrical systems shall be standard items and/or interchangeable with specified manufacturer to facilitate repairs and upkeep by the Owner.

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

6. BIDDING PROCEDURES

6.1 A bid is invalid if it has not been submitted through the Procurement Portal at https://procurement.opengov.com/portal/sanluisaz prior to the time and date for receipt of bids indicated in the Invitation to Submit Proposals, or prior to any extension thereof issued to the bidders.

6.2 Bid Security:

1. Each bidder is required to submit, with his bid, a certified or cashier's check upon a solvent bank, or a surety bond for ten percent (10%) of the amount of the Base Bid made payable to the Owner.
    a. If more than one proposal is submitted, only one Bid Security is required for the largest base Bid amount, however, this bond shall apply to any and/or all bids submitted.
2. The Bid Security shall be given as a guarantee that the bidder will enter into a contract to perform the work, if awarded to him, and provide a satisfactory Performance Bond and Payment Bond as required under the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes. Bid Security shall be declared forfeited as liquidated damages if he refuses to enter into said contract upon request to do so by the Owner.
3. Bid Security will be returned to the unsuccessful bidders, and to the successful bidder upon the execution of a satisfactory Performance Bond and Payment Bond and Construction Contract.
4. Bidders may withdraw their bid at any time prior to bid opening, but may not resubmit them. No bid may be modified or withdrawn after the bid opening for a period of 30 days except where the award of the contract has been delayed at least 31 days.

6.3 A Non-Mandatory pre-bidders conference will be held at 10:00 am at the Fire Station No. 1 Conference Room 102, 1165 N McCain Avenue San Luis, AZ 85349on Monday, March 23, 2026.

7. SUBCONTRACTOR LIST FORM

7.1 Complete the Subcontractor List Form, listing a single company, firm, or organization name only for each branch of the work. Submit through the vendor PROPOSAL KIT.

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

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

8. REJECTION OF BIDS

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

9. AGREEMENT

9.1 The form of Agreement which the successful Bidder will be required to execute in two (2) original counterparts. Progressed payments will be made to the Contractor by the Owner in an amount equal to 90% of that due until the final payment.

10. WARRANTY

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

11. PERFORMANCE AND PAYMENT BONDS

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

12. CONTRACTOR LICENSE LAW, ELIGIBILITY & PREFERENCE

12.1 The Contractor shall comply with, and require all subcontractors to comply with State of Arizona and City Contractor's License Laws. Contractor shall comply with the provisions of "an Act to Regulate the Business of Contracting", Title 32, Chapter 10, Arizona Revised Statutes with latest adopted revisions and ‘Contractor's License Laws and Regulations" dated July, 1981, published by the Arizona State

Registrar of Contractors, or the latest revision thereof adopted under the provision of AIRS title 32, chapter 10, Articles 2 and 3.

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

13. NONDISCRIMINATION

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

14. COPIES OF DOCUMENTS FURNISHED

14.1 The Contractor shall obtain Construction Documents free of charge through the Procurement Portal.

15. INSURANCE

15.1 The contractor is required to provide and pay for insurances. He shall file, with his Performance and Payment Bonds, all required Certificates of Insurance and endorsements demonstrating that the insurance policy was amended to add City of San Luis, Arizona as an additionally insured.

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

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

15.4 The Contractor shall provide public liability insurance and show evidence specified in the Contract Documents in the City Insurance Requirements.

16. ADDITIONAL SERVICES

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

17. SUMMARY OF THE WORK

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

18. SUBSTANTIAL COMPLETION

18.1 Substantial Completion will be accomplished no later than **60 from dated letter "Notice to Proceed".**

19. LIQUIDATED DAMAGES

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

20. EVALUATION AND AWARD

- Bid opening will take place on Tuesday, April 7, 2026 immediately after the close of the bidding.
- City staff will convene in the Pedro Julian Conference Room at the San Luis City Hall, 1090 E. Union St. San Luis, AZ 85349, open the proposals virtually, and read the bids into the record.
- Award will be made to the lowest qualified responsive bidder.
- Formal award of contract will be on the next available Regular City Council meeting.

21. PROTESTS

All responders will receive notification via e-mail regarding their status vis-a-vis the proposed contract award. Responders not selected have two days from e-mail sent date to initiate protest proceedings. To do this, a dissatisfied party must lodge a protest with Angelica Cifuentes, Procurement Coordinator, via receipted e-mail (acifuentes@sanluisaz.gov) or by certified mail (Attn: Angelica Cifuentes/City of San Luis/P.O. Box 7740/San Luis, AZ 85349). The City of San Luis will then hold a hearing within two days of the receipt of the protest and make a determination within two days of the hearing. In the absence of a successful protest, the contract will be awarded to the most responsive qualified bidder.

SCOPE OF WORK

TIMELINE

Advertisement/Release Project Date:	March 15, 2026
Advertisement/Release Project Date:	March 22, 2026
Pre-Bid Meeting (Non-Mandatory):	March 23, 2026, 10:00am Fire Station No. 1 Conference Room 102, 1165 N McCain Avenue San Luis, AZ 85349
Question Submission Deadline:	March 25, 2026, 11:00am
Question Response Deadline:	March 26, 2026, 6:00pm
Bid Submission Deadline:	April 7, 2026, 10:00am
Bid Opening:	April 7, 2026, 11:00am
Contractor Selection Date:	April 8, 2026
Tentative Council Meeting :	April 22, 2026, 6:00pm

PROJECT NAME, LOCATION, AND OVERVIEW

PROJECT NAME:

The name of this project is **City of San Luis Fire Station No. 1 Roof Repair**. All correspondence and documents are to reference "City of San Luis Fire Station No. 1 Roof Repair".

PROJECT LOCATION:

The Project is located in Yuma County, Arizona. The proposed work is located within the limits of the City of San Luis, Arizona, on 1165 N McCain Ave San Luis, AZ 85349.

OVERVIEW:

The **City of San Luis Fire Station No. 1 Roof Repair** project is being undertaken by the City of San Luis, Arizona. This bid pertains to those activities described herein under the Scope of Work.

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

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

B. Davis-Bacon wage rates **NO VALUE** apply.

CITY OF SAN LUIS FIRE STATION NO. 1 ROOF REPAIR

Scope of Work for Fire Department Roof Repair

Summary

The City of San Luis, AZ is seeking qualified contractors to provide roof repair services for the San Luis Fire Station No. 1 building located at 1165 N Mc Cain Avenue in San Luis, Arizona. The purpose of this project is to address and rectify any existing damage, ensure the roof is watertight, and extend the lifespan of the roof. The selected contractor will be responsible for providing all labor, materials, equipment, and services necessary to complete the project in accordance with the specifications outlined in the document attached from Southwest Roofing Consultants, Inc.

PROPOSAL KIT

Proposal*
Project Name: City of San Luis Fire Station No. 1 Roof Repair

In compliance with the Advertisement for Bids:

Having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required CONTRACT AND LABOR AND MATERIAL surety bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this project shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis, the City of Yuma Construction Standard Detail Drawings – 2009 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the Plans and Special Provisions;

Understands that this proposal for construction of this project shall be submitted with a proposal guarantee of cash, certified check, cashier's check or bid surety bond for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of Notice of Award, from the City of San Luis, Arizona, Bidder will execute the contract documents within 10 (Ten) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within **60** from the date of Notice to Proceed.

☐ Please confirm

*Response required

Bid Surety Bond*
Please download the below documents, complete, and upload.

- Bid_Surety_Bond.pdf

*Response required

Non-Collusion Affidavit*
Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

*Response required

Bidders Participation Subcontractors and Suppliers List*
Please download the below documents, complete, and upload.

- Bidders_Participation_Subco...

*Response required

Certificate of Insurance*
Please upload your Certificate of Insurance.

*Response required

BID SCHEDULE

ALTERNATES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Base Bid Re-Roofing	1	Lump Sum		
2	Alternate 1: Plywood Replacement (4'x8', 1/2" CDX Plywood or equal)	1	Each		
3	Alternate 2: Adding Bird Stops for Whole Perimeter	1	Lump Sum		
4	Contingency	1	5%		

CITY INSURANCE REQUIREMENTS

The following are the minimum required under the Contract. Greater amounts may be required by law or regulation. Any insurance proceeds in excess of the lmits and coverage required in this Contract and which is

applicable to a given loss will be available to the City. These limits required by the Contract do not limit the Contractor's liability under the indemnification provisions of the Contract.

Contractor's Obligation

The Contractor shall secure and maintain, at the Contractor's expense, until the Final Completion of the Project, general liability and property insurance as shall protect the Contractor and the City from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this Contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Any coverage maintained by the City shall not contribute to any claims arising from the Contractor's performance of this Contract. The Contractor shall file these certificates with City of San Luis within ten (10) days of execution of this Contract and prior to engaging in any operation or activities set forth in this AGREEMENT. The foregoing insurance policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured.

General Liability Coverage

Contractor shall have general liability coverage on a per occurrence, and in comprehensive form. General liability coverage shall include Products, Completed Operations, Products Liability, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury. General Liability coverage shall include and eliminate the exclusion for property under the care, custody, and control of the Contractor.

Coverage Amounts

Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer's Liability

A. Each Accident $100,000

B. Disease for Each Employee $100,000

C. Disease Policy Limit $250,000

Contractors General Liability

A. General Aggregate $6,000,000

B. Products-Completed Operations Aggregate $2,000,000

C. Each Occurrence (Bodily Injury and Property Damage) $6,000,000

D. Personal Injury and Advertising Injury $2,000,000

    1. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages.

Automobile Liability

A. Bodily Injury:

1. Each Person $1,000,000
2. Each Accident $1,000,000

B. Property Damage

1. Each Accident $1,000,000

C. Combined Single Limit $1,000,000

Contractual Liability

A. Bodily Injury:

1. Each Accident $2,000,000
2. Annual Aggregate $2,000,000

B. Property Damage:

1. Each Accident $2,000,000
2. Annual Aggregate $2,000,000
3. Each Accident $2,000,000
4. Annual Aggregate $2,000,000

Professional Liability Errors and Omissions $1,000,000

Additional Provisions

A. Additional Insured: Contractor shall name the **City of San Luis, Arizona (an Arizona municipal corporation) and its elected officials, officers, agents, as "Additional Insureds**" on all insurance policies, except Worker's Compensation and Errors and Omissions, and this shall be reflected on the Certificate(s) of Insurance, with corresponding endorsement relative to the additionally insured indemnification. Contractor shall name the City of San Luis as certificate holder.

B. Cancellation Notice of Material Change of Coverage: The Contractor shall keep all policies in force for the duration of the Contract and any possible extension thereof. Contractors' required insurance shall be endorsed to provide that the policies will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the City of San Luis Public Workers Department.

C. Certificate(s) of Insurance: Certificates of Insurance shall be Project-specific. Prior to commencing work under the Contract, Certificates of Insurance shall be submitted and approved by the City. Contractor is responsible for obtaining Certificates of Insurance, establishing that the Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificates of Insurance shall be forwarded to the City Risk Manager for review and filing. Failure of the City to demand such Certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from the evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. City shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project Site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.

D. Rating of Insurance Companies: Any and all insurance companies supplying coverage to the Contractor shall be approved to write insurance in the State of Arizona and must possess no less than an "A" rating in accordance with the A.M. Best rating guide.

E. Deductible: Contractor shall be solely responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City of San Luis. The City of San Luis, at its option, may require the Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, the Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use by unauthorized persons.

G. Personal Property: In the event that materials or any other type of personal property are acquired for the Project or delivered to the Project site, the Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use by unauthorized persons. Contractor shall maintain "all risk" insurance on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss), which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. City and its officials, officers, employees, and agents shall be named as additional insured under such insurance.

H. Waiver of Subrogation: City and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.

I. Right to Require Higher Limits: City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in the City's opinion, operations by or on behalf of the Contractor create higher-than-normal hazards and to require the Contractor to name additional parties in interest to be Additional Insureds.

J. Waiver of Requirements: The City Manager, in consultation with the City Risk Manager and/or City Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the City.

GENERAL CONDITIONS OF THE CONTRACT

SECTION 1 - Bidders Participation Subcontractors and Suppliers List

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

SECTION 2 - GENERAL DEFINITIONS

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

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

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

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

2.5 Contract Documents - The documents which together form the Contract between City and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits and attachments to it, these General Conditions, any Notice to Proceed, and any Job Order (if

applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, and any other documents so designated in the Contact.

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

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

2.8 Contractor - The person or corporation with whom the City has entered into a contract for construction-related work or services related to the Project at issue. As used in these General Conditions, the term Contractor includes CM@Risk and JOC under contract with the City to provide pre-construction and/or construction services.

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

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

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

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

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

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

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

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

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

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

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

2.20 Project Manager - The Project Manager designated in Article 1 of the Contract, or any successor Project Manager the City designates. The Project Manager has the authority to act on behalf of the City, as delineated and limited by the Contract Documents and applicable law. The City shall communicate with the Contractor through the Project Manager. However, the Project Manager has no authority to bind the City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

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

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

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

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

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

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

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

2.28 Subcontractor - An individual or firm having a direct contract with the Contractor or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which Contractor is responsible.

Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

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

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

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

a. performing or furnishing labor;

b. furnishing and incorporating materials, resources, and equipment into the construction; and

c. performing or furnishing services and documents as required by the Contract Documents for the construction phase.

SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

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

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

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

3.4 The above standard specifications and details may be viewed and downloaded at the City of San Luis website: https//www.sanluisaz.gov/DocumentCenter/Index/268. **3.5** The City may require particular sections of the revisions of the MAG Specifications and Standard Details after the 2015 revision that the City adopted.

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

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

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 General

4.1.1 The Contractor shall construct the Work in accordance with the Contract Documents and as outlined in the Contract Documents to the satisfaction of the City, exercising the degree of professional care, skill, diligence, quality, and judgment that a professional Contractor engaged, experienced, and specializing in the construction of facilities of similar scope, function, size, quality, complexity, and detail in urban areas throughout the United States comparable to the City would exercise at such time, under

similar conditions. The Contractor shall, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

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

4.1.3 Pursuant to A.R.S. § 41-4401, the Contractor warrants to the City that the Contractor and all its Subcontractors are in compliance and will comply with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). The Contractor acknowledges that a breach of this warranty by the Contractor or any of its Subcontractors is a material breach of this Contract subject to penalties up to and including termination of the Contract or any subcontract. The City retains the legal right to inspect the papers of any employee related to this statute and of the Contractor or any Subcontractor who works on this Contract to ensure compliance with this warranty. The City may conduct random verification of the Contractor's employment records and any of its Subcontractors' employment records to ensure compliance with this warranty. The City will not consider the Contractor or any of its Subcontractors in material breach of the foregoing warranty if the Contractor and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A). The provisions of this Section must be included in any agreement the Contractor enters into with its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a contractor or Subcontractor. Services include construction or maintenance of any structure, building, or transportation facility or improvement to real property. Breach of this warranty shall constitute a material breach of the contract and shall subject the Contractor to penalties, including termination of the Contract at the sole discretion of the City.

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

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

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

4.2.2 When the Contractor delivers the executed Contract to the City, the Contractor shall also deliver to the City such bonds and certificates of insurance with endorsements in such amounts (and other

evidence of insurance requested by the City) required under Section 11 - of these General Conditions, and as the Contract requires.

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

4.3 Pre-Construction Conference

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

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

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

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

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

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

4.4.4 If the Contractor observes errors, discrepancies, or omissions in the Contract Documents, it shall promptly notify the Contractor and City and request clarification. The Contractor shall be liable to the City for damages resulting from errors, inconsistencies, or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents. If the Contractor,

with the exercise of reasonable care, should have recognized such error, inconsistency, omission, or difference and fails to report it to the City, and if the Contractor proceeds with the Work affected by such observed errors, discrepancies, or omissions, without receiving such clarifications, it does so at its own risk.

4.4.5 In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the Project site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations, or dimensions shall be promptly rectified by the Contractor without any increase in the Contract Price. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City.

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

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

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

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

4.5 Control of the Project Site

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

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

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

4.6 Project Safety

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

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

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

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

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

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

4.7 Materials Quality, Substitutions, and Shop Drawings

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

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

4.7.3 Long Lead Time Items. The Contractor shall submit shop drawings, as required by the Project Engineer, on all long lead items to be furnished and installed as part of the Project within ten (10) days after execution of the Contract. In addition, the Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved shop drawings. For all long lead times for which shop drawings are not required, the Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, the Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.8 Project Record Documents

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

4.9 Warranty and Correction of Defect Work

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

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

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

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

4.9.4 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer’s warranty, which provides the City with greater warranty rights than set forth in this

Section or the Contract Documents. The Contractor will provide the City with all manufacturers' warranties prior to Final Acceptance.

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

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

SECTION 5 - CITY'S RESPONSIBILITIES

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

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

SECTION 6 - CONTRACT TIME

6.1 Contract Time

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

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

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

6.2 Project Schedule

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

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

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

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

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

6.2.6 Critical Path Method (CPM)

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

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

6.2.7 Float Time

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

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

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

6.3 Final Completion and Final Acceptance

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

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

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

6.4 Liquidated Damages

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

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

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

SECTION 7 - CONTRACT PRICE

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

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

SECTION 8 - PAYMENT

8.1 Payment for Construction Services

8.1.1 Monthly progress payments for certified work and material delivered to the Project site for the preceding month shall be paid on or before fourteen (14) business days after the estimate of the Work

is certified and approved. The submittal estimate shall be deemed certified and approved for payment after seven (7) days from the date of submission unless the City's Project Manager issues a written finding setting forth items not approved for payment.

8.1.2 The City shall retain ten percent (10%) of all progress payments as insurance of proper performance of the Contract or, at the option of the Contractor, a substitute security may be provided by the Contractor in an authorized form approved by the City. The Contractor is entitled to all interest from any such substitute security.

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

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

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

8.1.6 Nothing in this Section 8.1 prevents the Contractor at the time of application/certification to the City from withholding application or certification to the City for payment to the Subcontractor or material Supplier for unsatisfactory job progress, defective work, or materials not remedied, disputed

work or materials, third party claims filed or reasonable evidence that claim will be filed, failure of a Subcontractor to make timely payment for labor, equipment and materials.

8.2 Final Payment Subject to all of the City's rights to withhold or offset payment and other rights under the Contract, Final Payment, including remaining retainage, shall be paid only after:

(i) The Work has been fully completed (including completion of all incorrect or incomplete work items), and the City has issued the written Final Acceptance;
(ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings (including the Building Information Model, if required by the Contract Documents), plans, and specifications have been delivered to City;
(iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to the City;
(iv) all conditions and requirements imposed by the City or any financing entity for the corresponding disbursement have been met; and
(v) the Contractor delivers to the City a Contractor Payment Request Form requesting Final Payment.

8.3 The City's Right to Withhold Payment The City may withhold payment to such extent as may be necessary in the City's opinion to protect the City from loss for which the Contractor is responsible, including, without limitation:

(i) Defective Work not remedied;
(ii) Third-party claims filed or reasonable evidence indicating probable filing of such claims unless Contractor provides security acceptable to the City;
(iii) Failure of Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;
(iv) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
(v) Damage to the City or another Contractor or any third party for which the Contractor may have an obligation under Article 12 of the General Conditions;
(vi) Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
(vii) Persistent failure to carry out the Work in accordance with the Contract Documents.

8.4 Joint/Direct Checks Payments to the Contractor may be made by checks payable jointly to the Contractor and its employees, agents, Subcontractors, and Suppliers, or any of them. When in the sole opinion of the City, it is advisable, payments may be made directly to the Contractor's Subcontractors. Any amount so paid shall be deducted from the amounts owed to the Contractor under this Contract.

8.5 Payment Not A Waiver No payment (nor use or occupancy of the Project by the City) shall be deemed Acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of the City.

8.6 Liens and Bond Claims The Contractor shall make all payments, in the time required, of all labor and materials furnished to the Contractor in the course of the Work and shall promptly furnish evidence of such payments as the City may require. The Contractor shall pay when due all claims arising out of the performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City, against payment due from City to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract. The Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claims. In addition, the Contractor agrees to defend, indemnify, and hold harmless the City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed by Contractor. The obligations under this Section 8.4 survive termination of this Contract.

8.7 Financial Record Keeping and City's Audit Right

8.7.1 Records for all Contracts between the City and the Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.7.2 The City, its authorized representative, and/or the appropriate agency reserve the right to audit the Contractor's records in compliance with local, state, or federal policies, statutes, or at the City's discretion within three (3) years of Final Acceptance of the Work.

SECTION 9 - CHANGES TO THE CONTRACT

9.1 Extra Work/Changes in the Work

9.1.1 The City reserves the right to make such changes in the plans and specifications for the Work as it may deem appropriate. Any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated into this Contract.

9.1.2 The Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by the City, has been executed by the City prior to starting the additional work.

9.1.3 Any agreement that modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager and approved by the San Luis City Council if necessary. Once

properly executed by both Parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

9.2 Accuracy of Change Order Pricing Information Signature by the contracting Parties shall constitute full accord and satisfaction between the City and the Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact, or acceleration damages, which may be occasioned by a Change Order or other modification of the Contract, the Parties agreed to in writing.

SECTION 10 - TERMINATION

10.1 Termination by the City for Cause

10.1.1 If, for any reason, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract Documents, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of the termination. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the Contractor under this Contract, shall, at the option of the City, become the City's property. The Contractor shall be entitled to receive just and equitable compensation for any Work satisfactorily completed under this Contract.

10.1.2 Notwithstanding Section 10.1.1, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

10.2 Termination by the City for Convenience The City may also terminate the Contract at any time for its convenience upon seven (7) business days' written notice to the Contractor specifying the termination date. In the event of termination, which is not the fault, in whole or in part, of the Contractor, the City shall pay to the Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from the City to the Contractor.

10.3 A.R.S. § 38-511 and Other Statutory Requirements This Contract is subject to and may be terminated by the City in accordance with the conflict provisions of A.R.S. § 38-511. The Contractor certifies, to the extent permitted by law, that it is not currently engaged in and agrees that for the duration of this Contract, it will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35- 393. The Contractor certifies, to the extent permitted by law, that it does not currently, and agrees for the duration of this Contract, it will not use the forced labor of the ethnic Uyghurs in the People's Republic of China, nor use any goods or services produced by them, nor use any Contractors, Subcontractors, or Suppliers that use them. If the Contractor becomes aware during the term of this Contract that the Contractor is not in compliance with this certification, it shall follow the notice procedures in A.R.S. § 35- 393.

10.4 Non-Appropriation The City is a government agency that relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City determines that it does not have funds to meet its obligations under the Contract, the City shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

10.5 Limited Liability Under no circumstances shall the City have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed or for any future or anticipated profits, recovery, damages, expenses, or losses.

SECTION 11 - BONDS

11.1 Bonds and Other Performance Security

11.5.1 Prior to the execution of the Contract, the Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.5.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.5.3 The bonds shall be made payable and be acceptable to the City. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, et seq.

11.5.4 All bonds submitted for this Project shall be provided by a company that has been rated AM Best rating of B++6 or better for the prior four (4) quarters by the latest edition of the *Results Best's Key Rating Guide (Property/Casualty)*" published by the A.M. Best Company.

11.5.5 Personal or individual bonds are not acceptable.

SECTION 12 - INDEMNIFICATION

12.1 To the fullest extent permitted by law, the Contractor, its successors, and assigns shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, and agents from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. The Contractors' duty to defend, indemnify, and hold harmless the City and its agents, representatives, officers, elected officials, and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, expert fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

12.2 The Contractor shall also defend, indemnify, and hold harmless the City, any jurisdiction or agency issuing permits for any work involved in the Project and their consultants and each of their officers, officials,

employees, representatives, directors, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

12.3 The indemnified party shall have the right to approve the legal counsel selected by the Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

12.4 The defense, indemnification, hold harmless provisions, and City's Liability Insurance set forth herein shall survive any termination of the Contract.

SECTION 13 - DISPUTE RESOLUTION

13.1 **Informal Dispute Resolution** The Parties to the Contract agree that time is of the essence in relation to the performance of the Contract and completion of the Project. Therefore, any and all disputes in relation to the Contract will initially be referred to the City Project Manager and Contractor Project Manager, as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

13.2 **Dispute Resolution Representative (DRR) Process** 1.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project that are not resolved in the ordinary course of the Project ("Claim or Claims") shall, as a prerequisite to any mediation or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

13.2.2 The DRR Process shall be initiated through the service of a DRR Notice as set forth below:

(i) For claims by the Contractor, the DRR Process shall be initiated by the party asserting the claim serving written notice on the City setting forth in detail:

(a) the basis for the claim;
(b) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project;
(c) the specific relief requested, the amount thereof, and how such was calculated;
(d) the parties involved in the Claim and how they are involved;
(e) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and
(f) efforts made to date to resolve the Claim.

(ii) For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief

requested. (iii) The DRR Notice shall be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

13.2.3 The other parties shall respond in writing to the DRR Notice ("DRR Response") within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

13.2.4 The designated Dispute Resolution Representatives for the parties to the claim shall then meet as soon as possible and, in any event, within twenty (20) calendar Days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

13.2.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

13.2.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

13.2.7 Unless otherwise designated in a written notice to the other parties, the Project Manager, the representatives of the Contractor, and of the Design Professional shall act as the parties' designated Dispute Resolution Representatives.

13.2.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing. The resolution shall be signed by the Parties' designated Dispute Resolution Representatives. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

13.3 Mediation

13.3.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under 13.2.4 or after the DRR is terminated pursuant to 13.2.5 above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.

13.3.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar Days of the written demand, either party may make a request to the Civil Presiding Judge of the Yuma County Superior Court to appoint a mediator. The mediation shall occur within forty (40) calendar Days of the written demand for mediation unless the parties agree, in writing, to a longer period of time.

13.3.3 The qualifications for the mediator shall be that the mediator be:

(i) an experienced mediator, arbitrator, or litigator of construction disputes; and

(ii) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

13.3.4 Each party shall provide to the other party and the mediator all of the information and documentation required under 13.2.2 and 13.2.3 above, together with any additional information and documentation that the party believes relevant. In addition, the parties shall exchange and provide to the mediator such additional memoranda, information, and/or documentation, as the mediator may request, and in the form and at such times as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in San Luis, Arizona unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction over the dispute.

13.4 Arbitration

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then-current Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") but not administrated or conducted by the AAA. The arbitration shall be held in Yuma County, Arizona, utilizing a single arbitrator selected by the parties unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed or before the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction-related practice and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation, or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than $250,000, no discovery other than the exchange of documents, designation of witnesses, and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims) and no more than three (3) depositions and one (1) expert per issue per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Contract shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when the applicable statute of limitations would bar institution of legal or equitable proceedings based on such Claim.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final, and judgment may be entered upon the award in the Arizona Superior Court.

SECTION 14 - MISCELLANEOUS PROVISIONS

14.1 Assignment Neither the Contractor nor the City shall, without the written consent of the other, assign, transfer, or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents. Any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.2 Governing Law and Venue. In the performance of the Contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, Yuma County, and the City, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county, or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, including choice of law and conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Yuma County, Arizona. Both Parties consent to jurisdiction and venue in such court for such purposes. The Party prevailing in any such action or other proceeding to resolve a dispute shall be paid all reasonable costs, reasonable expert services fees, and reasonable attorney's fees by the other Party. In the event any judgment is secured by said prevailing Party, all such costs, expert fees, and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.

14.3 San Luis Business License The General Contractor and sub-contractors shall obtain a San Luis Business License before commencing Work.

14.4 Survival All warranties, representations, and indemnifications by Contractor shall survive the completion or termination of this Contract.

14.5 No Waiver The failure of either Party to enforce any of the provisions of the Contract Documents or to require the performance of the other Party of any of the provisions under this Contract shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part of them, or the right of either Party to thereafter enforce each and every provision. Unless otherwise specifically agreed to in writing by both Parties, any consent to delay in the Contractor's performance of its obligation is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

14.6 Project Communications

14.6.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract.

14.6.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative. However, e-mail communications are not binding upon the City. E-mail communications cannot change the terms of the Contract or the scope of work or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

14.7 Independent Contractor The parties intend that this Contract will create an independent contractor relationship and not an employer-employee relationship. The City is interested only in the results to be achieved, and the conduct and control of the performance of the services contemplated under this Contract will be solely with the Contractor. Contractor's employees, agents, and Subcontractors shall not be considered to be employees or agents of the City for any purpose. They shall not be entitled to any of the benefits the City provides for its employees. The Contractor shall furnish at its own expense all materials and equipment necessary to carry out the terms of this Contract.

14.8 No Partnership Nothing in this Contract constitutes a partnership, joint venture or similar arrangement between the Parties. Neither Party is the principal or agent of the other.

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

14.10 *Force Majeure* If the Contractor or the City or both are prevented or materially restricted from performing any of their obligations under this Contract by an event of *force majeure*, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "*force majeure*" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. *Force majeure* events include but are not limited to natural disasters, fire, flood, explosions, strikes (or labor disputes) over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military

authority, wars, public health emergencies, or material changes in applicable business laws (including but not limited to through statutes, regulations, executive orders, or emergency declarations and proclamations).

14.11 Notices The notices under this Contract shall be validly given and fully received when in compliance with all of the following:

(i) In writing,
(ii) Delivered or refused delivery,
(iii) By personal delivery, or by major commercial delivery courier service which requires a signature of the recipient, or by registered or certified United States Postal Service mail, return receipt requested with the signature of the recipient, postage prepaid to the addresses in the first paragraph of this Contract.

14.11.2 Either Party may designate in writing and deliver notice of a different address in the same way as above. Any such change of address notice shall be delivered at least ten (10) Days before the date on which the change is to become effective.

14.11.3 Notices for delivery to the City shall be to the attention of the Public Works Director, copies to the City Manager, City Attorney, and City Clerk.

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

14.13 Entire Agreement This Contract (including the incorporated documents) contains the entire agreement between the Parties, and no oral or written statement, promise, or inducement made by either Party or its agents not contained or specifically referred to in this Contract is valid or binding. All modifications to this Contract must be in writing, signed, and endorsed by the Parties.

14.14 Headings The headings of this Contract are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

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

City of San Luis
Procurement
-, -
1090 E Union Street, San Luis, AZ 85349

EVALUATION TABULATION

RFP No. 2026-RFP-00000004

City of San Luis Fire Station No. 1 Roof Repair

RESPONSE DEADLINE: April 7, 2026 at 11:00 am

Report Generated: Tuesday, April 7, 2026

SELECTED VENDOR TOTALS

Vendor	Total
EcoEnergy Solutions	$138,375.00
Morris Companies LLC	$145,300.00
Diversified Building and Development, LLC	$247,815.00
Broken Arrow Construction	$268,210.00

ALTERNATES

Alternates					Broken Arrow Construction		Diversified Building and Development, LLC		EcoEnergy Solutions		Morris Companies LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Base Bid Re-Roofing	1	Lump Sum	$225,000.00	$225,000.00	$208,700.00	$208,700.00	$129,000.00	$129,000.00	$135,000.00	$135,000.00
X	2	Alternate 1: Plywood Replacement (4'x8', 1/2" CDX Plywood or equal)	1	Each	$85.00	$85.00	$80.00	$80.00	$80.00	$80.00	$50.00	$50.00

Alternates					Broken Arrow Construction		Diversified Building and Development, LLC		EcoEnergy Solutions		Morris Companies LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	3	Alternate 2: Adding Bird Stops for Whole Perimeter	1	Lump Sum	$31,875.00	$31,875.00	$28,600.00	$28,600.00	$2,800.00	$2,800.00	$3,500.00	$3,500.00
X	4	Contingency	1	5%	$11,250.00	$11,250.00	$10,435.00	$10,435.00	$6,495.00	$6,495.00	$6,750.00	$6,750.00
Total						$268,210.00		$247,815.00		$138,375.00		$145,300.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Broken Arrow Construction	Diversified Building and Development, LLC	EcoEnergy Solutions	Morris Companies LLC
Proposal	Pass	Pass	Pass	
Bid Surety Bond	Pass	Fail		
Non-Collusion Affidavit	Pass	Pass		
Bidders Participation Subcontractors and Suppliers List	Pass	Pass		
Certificate of Insurance	Pass	Fail		

CITY OF SAN LUIS

AGREEMENT
FOR THE CONSTRUCTION OF
CITY OF SAN LUIS
City of San Luis Fire Station No. 1 Roof Repair

This agreement ("Contract") is made on Wednesday, April 22, 2026, by and between:

Ecoenergy Solutions, LLC 550 W Catalina Dr. Yuma, AZ 85364 Limited Liability Company (LLC) ("Contractor") and	City of San Luis 1090 East Union Street [physical address] P.O. Box 7740 [mailing address] San Luis, Arizona 85349 an Arizona municipal corporation ("City" or "City of San Luis")

The Contractor and City may be referred to individually as the "Party" and collectively as the "Parties." All defined words in the document titled "General Conditions of the Contract" ("General Conditions"), which was provided in the City's Request for Proposals ("RFP"), City of San Luis Fire Station No. 1 Roof Repair, 2026-RFP-00000004, 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 – City of San Luis Fire Station No. 1 Roof Repair ("Project"), per the Contractor's bid of April 7, 2026 ("Proposal") and to completely and totally remove and install the materials therein for the City, in a good workmanlike and substantial manner and to the satisfaction of the City through its engineers ("ENGINEERS"), or the ENGINEERS' properly authorized agents and strictly pursuant to and in conformity with the plans and specification prepared by the ENGINEERS, and with such modifications of the same and other documents that the City may make through the ENGINEERS or the ENGINEERS' properly authorized agents, as provided herein; and

WHEREAS, San Luis City Council, at a properly noticed open meeting, awarded the bid to the Contractor on April 22, 2026;

NOW, THEREFORE, the above recitals are incorporated into this Contract. In consideration of the City paying the sum of $138,375.00 to the Contractor and the Contractor constructing the City of San Luis Fire Station No. 1 Roof Repair 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

CITY:	Jenny Torres, City Manager City of San Luis, Arizona Telephone: (928) 341-8520 E-mail: jtorres@sanluisaz.gov
CITY PROJECT MANAGER:	Jorge Perez, Assistant Director of Public Works City of San Luis Telephone: (928) 341-8577 E-mail: jperez@sanluisaz.gov
CONTRACTOR:	Ecoenergy Solutions, LLC 550 W Catalina Dr. Yuma, AZ 85364 Telephone: (928) 782-1011 E-mail: miguel@ecosolutionsusa.com
CONTRACTOR MANAGER:	Miguel Celaya Ecoenergy Solutions, LLC Telephone: (928) 782-1011 E-mail: miguel@ecosolutionsusa.com
PROJECT ENGINEER / DESIGNER:	Ron Hutter Southwest Roofing Consultants, Inc. Telephone: (602) 995-0056 E-mail: ronh@swrcaz.com
PROJECT DESCRIPTION:	City of San Luis, City of San Luis Fire Station No. 1 Roof Repair
PROJECT LOCATION:	1165 N McCain Avenue San Luis, AZ 85349

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. 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);
7. 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;
8. Bid documents {including but not limited to the advertisement for bids, bid schedule, addenda (if any), additive bid items (if any), and the Proposal;
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 - 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, including but not limitd to the following major components of the construction services and the corresponding subsections of Section 4 of the General Conditions.

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

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

4-1.05 The Contractor shall comply with all terms and conditions as set forth within 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 including 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 4 - 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 5 - CONTRACT TIME

6-1 Contract Time.

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

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

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

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

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

6-3 Final Completion and Final Acceptance.

6-3.01 The Parties expressly agree by this writing that Final Completion (as defined in Section 2.14 of the General Conditions) must be obtained by **no later than sixty (60) 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 sixty (60) 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 **$490.00** for each consecutive calendar Day after the thirty (30) 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 $490.00 per day is consistent with Section 6.4 of the General Conditions and its reference to Subsection 108.9 of the 2016 City of San Luis Supplement to the 2015 MAG Uniform Standard Specification for Public Works Construction.)

6-4.02 The City may deduct liquidated damages described in Subsection 6-4.01 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 6 - 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 $138,375.00.

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 7 - PAYMENT

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

ARTICLE 8 - CHANGES TO THE CONTRACT

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

ARTICLE 9 - TERMINATION

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

ARTICLE 10 - 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 11 - INDEMNIFICATION

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

ARTICLE 12 - 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 13 - 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 14 - 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. Parties shall submit their original, wet ink signature of this document to the San Luis Clerks Office for recording purposes.

ARTICLE 15 - 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.

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

Attest:

SIGNATURE

Sonia Cornelio, City Clerk

FULL NAME, TITLE

DATE SIGNED

City of San Luis, Arizona

SIGNATURE

Nieves Riedel, Mayor

FULL NAME, TITLE

DATE SIGNED

Approved As to Form

SIGNATURE

Joseph D. Estes, City Attorney

FULL NAME, TITLE

DATE SIGNED

EcoEnergy Solutions, LLC

SIGNATURE

Miguel Celaya

FULL NAME

DATE SIGNED

AGENDA ITEM REVIEW FORM

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

Meeting Date: 04/22/2026
Department Head: Roula Encinas, Director of Finance, Finance Department
Submitted By: Angelica Cifuentes, Purchasing Coordinator, Finance Department
Action Requested: Motion

ITEM:
Discussion and possible action on any and all matters regarding the City of San Luis Well Site 3 Storage Tank Rehabilitation Project.**(Eulogio Vera, Director of Public Works)**

SUMMARY:
The Department of Public Works is seeking Mayor and Council approval to accept and award a construction contract to Pittsburg Tank & Tower Maintenance, Co., Inc. for the San Luis Well Site 3 Storage Tank Rehabilitation Project.

Well Site 3 is located at 1309 E B Street, San Luis, AZ 85349. The facility consists of a welded-steel potable water storage tank with a capacity of 300,000 gallons, a booster station equipped with three parallel pumps, and two 7,500-gallon hydropneumatic tanks. The improvements include, but are not limited to, the replacement and coating of roof structural components; full interior and exterior surface preparation (blasting) and recoating using updated NSF-certified coating systems; installation of new ventilation; replacement of the interior overflow with a properly sized conical weir; upgrades to safety railings, tie-offs and hatch systems; hydropneumatic tank recoating; appurtenance upgrades, recertification, and site piping improvements.

Pittsburg Tank & Tower Maintenance, Co., Inc. was the lowest responsible bidder for this project, submitting a bid in the amount of $640,046.00. Staff evaluated and recommends awarding the contract to Pittsburg Tank & Tower Maintenance, Co., Inc.

This purchase falls under the bidding provisions of our City of San Luis Procurement Code 3.05.030, 3.05.040, and 3.05.050.

RECOMMENDATION / SUGGESTED MOTION:
I MOVE TO AWARD THE CONTRACT TO PITTSBURG TANK & TOWER MAINTENANCE, CO., INC. FOR THE CONSTRUCTION OF THE CITY OF SAN LUIS WELL SITE 3 STORAGE TANK REHABILITATION PROJECT IN THE AMOUNT OF $640,046.00, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	CITY
TOTAL:	$640,046.00
BUDGETED AMOUNT:	$1,700,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	CAPITAL OUTLAY-CIP/300-302-90015/PROJECT #2026053/REMAINING BALANCE $3,265,761.00

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):
For Fiscal Year 2026, the Public Works department, Water division, was approved funding for the Well Site 3 Storage Rehabilitation Project account 300-302-90015 in the amount of $1,700,000.00. The Well Site 3 Storage Rehabilitation was contemplated by staff when requesting the continued budget for FY 2026.

Attachments

Bid Advertisement
Bid Documents
Bid Tabulation

AFFP
YS - 2026-RFP-00000005

Affidavit of Publication

STATE OF AZ } SS
COUNTY OF YUMA }

Lisa Reilly or David Fornof, being duly sworn, says:

That (s)he is Publisher or Director of Operations of the Yuma Sun, a daily newspaper of general circulation, printed and published in Yuma, Yuma County, AZ; that the publication, a copy of which is attached hereto, was in the published said newspaper on the following dates:

03/22/2026 03/29/2026

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Publisher or Director of Operations

Subscribed to and sworn to me this 29th day of March 2026.

VIRGEN P PEREZ, Notary, Yuma County, AZ

My commission expires: May 10, 2029

38831 575681

CITY OF SAN LUIS - LEGAL
PO BOX 1170/1090 E. UNION ST
SAN LUIS AZ 85349

OFFICIAL SEAL
VIRGEN P PEREZ
NOTARY PUBLIC - ARIZONA
YUMA COUNTY
COMM# 683378
My Comm. Expires MAY 10, 2029

Ad text :

REQUEST FOR BIDS
CITY OF SAN LUIS, ARIZONA
WELL SITE 3 WATER TANK REHABILITATION
2026-RFP-00000005

NOTICE IS HEREBY GIVEN THAT sealed bids will be received through the Procurement Portal at https://procurement.opengov.com/portal/sanluisaz, until 10:00 A.M. (M.S.T.) on Tuesday, April 7, 2026, for furnishing all labor, materials, equipment, tools and performing all services required for the City of San Luis Well Site 3 Storage Tank Rehabilitation Project.

Well Site 3 is located at 1309 E B Street, San Luis, AZ 85349. The facility consists of a welded-steel potable water storage tank with a capacity of 300,000 gallons, a booster station equipped with three parallel pumps, and two 7,500-gallon hydropneumatic tanks. The improvements include, but are not limited to, replacement and coating of roof structural components; full interior and exterior surface preparation (blasting) and recoating using updated NSF-certified coating systems; installation of new ventilation; replacement of the interior overflow with a properly sized conical weir; upgrades to safety railings, tie-offs and hatch systems; hydropneumatics tank recoating; appurtenance upgrades, recertification, and site piping improvements.

The project shall be complete and in place within 60 calendar days from the date of Notice to Proceed.

Plans, specifications and contract documents may be obtained through the Procurement Portal at https://procurement.opengov.com/portal/sanluisaz.

A Non- Mandatory Pre-Bid Conference will be held at City of San Luis City Hall, Pedro Julian Conference Room, 1090 E Union St. San Luis, AZ 85349 on Thursday, March 26, 2026, at 3:00 pm (M.S.T.) to discuss specifications and any questions Bidders may have. All bidders are encouraged to visit the project site prior to bidding. The Pre-bid conference may also be attended virtually via the following link: Pre-Bid Meeting - Well Site 3 - Storage Tank Rehabilitation

All bids must be submitted through the Procurement Portal and be accompanied by a certified or cashier's check or bid bond in the amount of ten (10%) percent of the total amount of the bid.

Bids will be publicly opened at the City of San Luis City Hall, Pedro Julian Conference Room, 1090 E. Union St. San Luis, AZ 85349 at 1:00 P.M. (M.S.T) and read aloud. Bid opening can also be viewed virtually via the following link: Bid Opening - Well Site 3 - Storage Tank Rehabilitation

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

City of San Luis, Arizona

Jenny Torres, City Manager

Yuma Sun: March 22, 29, 2026 - 575681

Trustees Sales

Ordinances

Ordinances

Pursuant to A.R.S. 33 - 803 (A)(6), the trustee herein qualifies as a trustee of the Deed of Trust in the trustee's capacity as a corporation all the stock of which is owned by Premium Title Agency, Inc., an escrow agent in the state of Arizona. The regulators of Premium Title Agency are the Arizona Department of Insurance and the Arizona Department of Financial Institutions. Western Progressive Arizona, Inc. is registered with the Arizona Corporation Commission.

STATE OF Georgia
COUNTY OF Fulton

On _____, before me, the undersigned, a Notary Public in and for the said State, duly commissioned and sworn, personally appeared _____, _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC
Yuma Sun: March 15, 22, 29, 2026 & April 5, 2026 - 562945

Newspapers give you We the People power. "If I know something and don't tell you, I have the power. If I tell you, I transfer that power to you." Newspapers transfer knowledge and power to you.

REQUEST FOR BIDS
CITY OF SAN LUIS, ARIZONA
WELL SITE 3 WATER TANK REHABILITATION
2026-RFP-00000005

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City of San Luis, Arizona

Jenny Torres, City Manager

Yuma Sun: March 22, 29, 2026 - 575681

CITY OF SAN LUIS

REQUEST FOR BID (RFB)

FOR

WELL SITE 3 - STORAGE TANK REHABILITATION

2026-RFP-00000005

SEALED REQUEST FOR BID DEADLINE

Tuesday, April 7, 2026, 1:00 pm

CITY OF SAN LUIS
1090 EAST UNION STREET | P.O. BOX 7740 | SAN LUIS, AZ 85349

TABLE OF CONTENTS
CITY OF SAN LUIS
undefined

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2. INSTRUCTIONS TO BIDDERS
3. SCOPE OF WORK
4. PROPOSAL KIT
5. BID SCHEDULE
6. CITY INSURANCE REQUIREMENTS
7. GENERAL CONDITIONS OF THE CONTRACT
8. ATTACHMENTS

Attachments:

A - Contractor's Affidavit Regarding Settlement of Claims

B - 04.03.26_San Luis_WS3_Site Plan-Layout1

C - WS3 Coating Specification

D - Bid Tab WS3_04_03_2026

E - ProposalExhibit-AirCompressorFinal

ADVERTISEMENT FOR BIDS

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City of San Luis, Arizona

_____

Jenny Torres, Acting City Manager

INSTRUCTIONS TO BIDDERS

2.1. DEFINITIONS

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

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

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

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

2.2. BIDDER'S REPRESENTATION

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

2.3. BIDDING DOCUMENTS

3.1 Bidders may obtain copies of the bidding Documents through the Procurement Portal at https://procurement.opengov.com/portal/sanluisaz.

2.4. INTERPRETATION OF BIDDING DOCUMENTS

4.1 Should a Bidder find discrepancies, inconsistencies or obscurities in, or omissions from the bidding documents, or should he be in doubt as to their meaning, Bidder shall submit their questions through the Procurement Portal. A written Addendum, clarifying the intent of the documents shall be issued, if needed. Addenda may not be issued less than 48 hours before the time specified for receipt of bids. Questions received less than four calendar days prior to the assigned bid date cannot be answered in writing. Should any discrepancies not be clarified by Addendum, the Contractor shall use the most expensive condition shown or specified in bid.

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

4.3 All Addenda issued by the City during the time of bidding are to be included in the bid, and shall become a part of the bidding documents (bidder’s responsibility to check for addendums). Acknowledge receipt of Addenda through the Procurement Portal.

4.4 All questions must be submitted through the Procurement Portal no later than 6:00 pm on Monday, March 30, 2026.

2.5. SUBSTITUTIONS

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

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

2.6. BIDDING PROCEDURES

6.1 A bid is invalid if it has not been submitted through the Procurement Portal at https://procurement.opengov.com/portal/sanluisaz prior to the time and date for receipt of bids indicated in the Invitation to Submit Proposals, or prior to any extension thereof issued to the bidders.

6.2 Bid Security:

1. Each bidder is required to submit, with his bid, a certified or cashier's check upon a solvent bank, or a surety bond for ten percent (10%) of the amount of the Base Bid made payable to the Owner.
    a. If more than one proposal is submitted, only one Bid Security is required for the largest base Bid amount, however, this bond shall apply to any and/or all bids submitted.
2. The Bid Security shall be given as a guarantee that the bidder will enter into a contract to perform the work, if awarded to him, and provide a satisfactory Performance Bond and Payment Bond as required under the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes. Bid Security shall be declared forfeited as liquidated damages if he refuses to enter into said contract upon request to do so by the Owner.
3. Bid Security will be returned to the unsuccessful bidders, and to the successful bidder upon the execution of a satisfactory Performance Bond and Payment Bond and Construction Contract.
4. Bidders may withdraw their bid at any time prior to bid opening, but may not resubmit them. No bid may be modified or withdrawn after the bid opening for a period of 30 days except where the award of the contract has been delayed at least 31 days.

6.3 A Non-Mandatory pre-bidders conference will be held at 3:00 pm at the City of San Luis City Hall, Pedro Julian Conference Room, 1090 E Union St. San Luis, AZ 85349on Thursday, March 26, 2026.

2.7. SUBCONTRACTOR LIST FORM

7.1 Complete the Subcontractor List Form, listing a single company, firm, or organization name only for each branch of the work. Submit through the vendor PROPOSAL KIT.

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

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

2.8. REJECTION OF BIDS

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

2.9. AGREEMENT

9.1 The form of Agreement which the successful Bidder will be required to execute in two (2) original counterparts. Progressed payments will be made to the Contractor by the Owner in an amount equal to 90% of that due until the final payment.

2.10. WARRANTY

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

2.11. PERFORMANCE AND PAYMENT BONDS

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

2.12. CONTRACTOR LICENSE LAW, ELIGIBILITY & PREFERENCE

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

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

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

2.13. NONDISCRIMINATION

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

2.14. COPIES OF DOCUMENTS FURNISHED

14.1 The Contractor shall obtain Construction Documents free of charge through the Procurement Portal.

2.15. INSURANCE

15.1 The contractor is required to provide and pay for insurances. He shall file, with his Performance and Payment Bonds, all required Certificates of Insurance and endorsements demonstrating that the insurance policy was amended to add City of San Luis, Arizona as an additionally insured.

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

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

provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

15.4 The Contractor shall provide public liability insurance and show evidence specified in the Contract Documents in the City Insurance Requirements.

2.16. ADDITIONAL SERVICES

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

2.17. SUMMARY OF THE WORK

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

2.18. SUBSTANTIAL COMPLETION

18.1 Substantial Completion will be accomplished no later than **60 from dated letter "Notice to Proceed".**

2.19. LIQUIDATED DAMAGES

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

2.20. EVALUATION AND AWARD

- Bid opening will take place on Tuesday, April 7, 2026 immediately after the close of the bidding.
- City staff will convene in the Julian Conference Room at the San Luis City Hall, open the proposals virtually, and read the bids into the record.
- Award will be made to the lowest qualified responsive bidder.
- Formal award of contract will be on the next available Regular City Council meeting.

2.21. PROTESTS

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

SCOPE OF WORK

3.1. TIMELINE

Advertisement/Release Project Date:	March 22, 2026
Pre-Bid Meeting (Non-Mandatory):	March 26, 2026, 3:00pm City of San Luis City Hall, Pedro Julian Conference Room, 1090 E Union St. San Luis, AZ 85349
Question Submission Deadline:	March 30, 2026, 6:00pm
Question Response Deadline:	April 1, 2026, 6:00pm
Submission Deadline:	April 7, 2026, 10:00am
Bid Opening:	April 7, 2026, 1:00pm
Tentative Council Meeting :	April 22, 2026

3.2. PROJECT NAME, LOCATION, AND OVERVIEW

PROJECT NAME:

The name of this project is **Well Site 3 - Storage Tank Rehabilitation**. All correspondence and documents are to reference "Well Site 3 - Storage Tank Rehabilitation".

PROJECT LOCATION:

The Project is located in Yuma County, Arizona. The proposed work is located within the limits of the City of San Luis, Arizona, on 1309 E B Street, San Luis, AZ 85349.

OVERVIEW:

The **Well Site 3 - Storage Tank Rehabilitation** project is being undertaken by the City of San Luis, Arizona. This bid pertains to those activities described herein under the Scope of Work.

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

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

B. Davis-Bacon wage rates **NO VALUE** apply.

3.3. SCOPE OF WORK

Scope of Work, **Well Site 3 - Storage Tank Rehabilitation**.

The proposed work is located at 1309 E B Street, San Luis, AZ 85349. The facility consists of a welded-steel potable water storage tank with a capacity of 300,000 gallons, a booster station equipped with three parallel pumps, and two 7,500-gallon hydropneumatic tanks.

3.4. Well Site 3 - Storage Tank Rehabilitation

The rehabilitation effort is intended to restore Well Site #3 to reliable operational status, extend asset life, and ensure regulatory and safety compliance. The improvements include, but are not limited to, replacement and coating of roof structural components; full interior and exterior surface preparation (blasting) and recoating using updated NSF-certified coating systems; installation of new ventilation; replacement of the interior overflow with a properly sized conical weir; upgrades to safety railings, tie-offs and hatch systems; hydropneumatics tank recoating; appurtenance upgrades, recertification, and site piping improvements.

PROPOSAL KIT

1. Proposal*
Project Name: Well Site 3 - Storage Tank Rehabilitation

In compliance with the Advertisement for Bids:

Having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required CONTRACT AND LABOR AND MATERIAL surety bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this project shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis, the City of Yuma Construction Standard Detail Drawings – 2009 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the Plans and Special Provisions;

Understands that this proposal for construction of this project shall be submitted with a proposal guarantee of cash, certified check, cashier's check or bid surety bond for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of Notice of Award, from the City of San Luis, Arizona, Bidder will execute the contract documents within 10 (Ten) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within **60** from the date of Notice to Proceed.

☐ Please confirm

*Response required

2. Bid Surety Bond*
Please download the below documents, complete, and upload.

- Bid_Surety_Bond.pdf

*Response required

3. Non-Collusion Affidavit*
Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

*Response required

4. Bidders Participation Subcontractors and Suppliers List*
Please download the below documents, complete, and upload.

- Bidders_Participation_Subco...

*Response required

5. Certificate of Insurance*
Please upload your Certificate of Insurance.

*Response required

BID SCHEDULE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	SEE ATTACHMENTS FOR BID TABULATION	0	0			
TOTAL						

CITY INSURANCE REQUIREMENTS

The following are the minimum required under the Contract. Greater amounts may be required by law or regulation. Any insurance proceeds in excess of the lmits and coverage required in this Contract and which is applicable to a given loss will be available to the City. These limits required by the Contract do not limit the Contractor's liability under the indemnification provisions of the Contract.

6.1. Contractor's Obligation

The Contractor shall secure and maintain, at the Contractor's expense, until the Final Completion of the Project, general liability and property insurance as shall protect the Contractor and the City from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this Contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Any coverage maintained by the City shall not contribute to any claims arising from the Contractor's performance of this Contract. The Contractor shall file these certificates with City of San Luis within ten (10) days of execution of this Contract and prior to engaging in any operation or activities set forth in this AGREEMENT. The foregoing insurance policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured.

6.2. General Liability Coverage

Contractor shall have general liability coverage on a per occurrence, and in comprehensive form. General liability coverage shall include Products, Completed Operations, Products Liability, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury. General Liability coverage shall include and eliminate the exclusion for property under the care, custody, and control of the Contractor.

6.3. Coverage Amounts

Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer's Liability

A. Each Accident $100,000

B. Disease for Each Employee $100,000

C. Disease Policy Limit $250,000

Contractors General Liability

A. General Aggregate $6,000,000

B. Products-Completed Operations Aggregate $2,000,000

C. Each Occurrence (Bodily Injury and Property Damage) $6,000,000

D. Personal Injury and Advertising Injury $2,000,000

1. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages.

Automobile Liability

A. Bodily Injury:

1. Each Person $1,000,000
2. Each Accident $1,000,000

B. Property Damage

1. Each Accident $1,000,000

C. Combined Single Limit $1,000,000

Contractual Liability

A. Bodily Injury:

1. Each Accident $2,000,000
2. Annual Aggregate $2,000,000

B. Property Damage:

1. Each Accident $2,000,000
2. Annual Aggregate $2,000,000
3. Each Accident $2,000,000
4. Annual Aggregate $2,000,000

Professional Liability Errors and Omissions $1,000,000

6.4. Additional Provisions

A. Additional Insured: Contractor shall name the **City of San Luis, Arizona (an Arizona municipal corporation) and its elected officials, officers, agents, as "Additional Insureds**" on all insurance policies, except Worker's Compensation and Errors and Omissions, and this shall be reflected on the Certificate(s) of Insurance, with corresponding endorsement relative to the additionally insured indemnification. Contractor shall name the City of San Luis as certificate holder.

B. Cancellation Notice of Material Change of Coverage: The Contractor shall keep all policies in force for the duration of the Contract and any possible extension thereof. Contractors' required insurance shall be endorsed to provide that the policies will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the City of San Luis Public Workers Department.

C. Certificate(s) of Insurance: Certificates of Insurance shall be Project-specific. Prior to commencing work under the Contract, Certificates of Insurance shall be submitted and approved by the City. Contractor is responsible for obtaining Certificates of Insurance, establishing that the Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificates

of Insurance shall be forwarded to the City Risk Manager for review and filing. Failure of the City to demand such Certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from the evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. City shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project Site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.

D. Rating of Insurance Companies: Any and all insurance companies supplying coverage to the Contractor shall be approved to write insurance in the State of Arizona and must possess no less than an "A" rating in accordance with the A.M. Best rating guide.

E. Deductible: Contractor shall be solely responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City of San Luis. The City of San Luis, at its option, may require the Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, the Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use by unauthorized persons.

G. Personal Property: In the event that materials or any other type of personal property are acquired for the Project or delivered to the Project site, the Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use by unauthorized persons. Contractor shall maintain "all risk" insurance on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss), which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. City and its officials, officers, employees, and agents shall be named as additional insured under such insurance.

H. Waiver of Subrogation: City and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.

I. Right to Require Higher Limits: City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in the City's opinion, operations by or on behalf of the Contractor create higher-

than-normal hazards and to require the Contractor to name additional parties in interest to be Additional Insureds.

J. Waiver of Requirements: The City Manager, in consultation with the City Risk Manager and/or City Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the City.

GENERAL CONDITIONS OF THE CONTRACT

SECTION 1 - Bidders Participation Subcontractors and Suppliers List

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

SECTION 2 - GENERAL DEFINITIONS

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

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

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

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

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

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

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

2.8 Contractor - The person or corporation with whom the City has entered into a contract for construction-related work or services related to the Project at issue. As used in these General Conditions, the term Contractor includes CM@Risk and JOC under contract with the City to provide pre-construction and/or construction services.

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

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

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

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

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

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

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

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

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

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

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

2.20 Project Manager - The Project Manager designated in Article 1 of the Contract, or any successor Project Manager the City designates. The Project Manager has the authority to act on behalf of the City, as delineated and limited by the Contract Documents and applicable law. The City shall communicate with the Contractor through the Project Manager. However, the Project Manager has no authority to bind the City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

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

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

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

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

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

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

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

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

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

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

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

a. performing or furnishing labor;

b. furnishing and incorporating materials, resources, and equipment into the construction; and

c. performing or furnishing services and documents as required by the Contract Documents for the construction phase.

SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

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

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

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

3.4 The above standard specifications and details may be viewed and downloaded at the City of San Luis website: https//www.sanluisaz.gov/DocumentCenter/Index/268. **3.5** The City may require particular sections of the revisions of the MAG Specifications and Standard Details after the 2015 revision that the City adopted.

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

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

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 General

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

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

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

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

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

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

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

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

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

4.3 Pre-Construction Conference

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

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

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

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

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

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

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

4.4.5 In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the Project site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations, or dimensions shall be promptly rectified by the Contractor without any increase in the Contract Price. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City.

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

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

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

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

4.5 Control of the Project Site

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

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

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

4.6 Project Safety

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

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

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

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

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

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

4.7 Materials Quality, Substitutions, and Shop Drawings

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

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

4.7.3 Long Lead Time Items. The Contractor shall submit shop drawings, as required by the Project Engineer, on all long lead items to be furnished and installed as part of the Project within ten (10) days after execution of the Contract. In addition, the Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved shop drawings. For all long lead times for which shop drawings are not required, the Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, the Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.8 Project Record Documents

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

4.9 Warranty and Correction of Defect Work

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

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

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

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

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

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

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

SECTION 5 - CITY'S RESPONSIBILITIES

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

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

SECTION 6 - CONTRACT TIME

6.1 Contract Time

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

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

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

6.2 Project Schedule

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

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

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

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

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

6.2.6 Critical Path Method (CPM)

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

6.2.6.2 The CPM diagram schedule shall be in calendar Days and indicate duration, earliest and

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

6.2.7 Float Time

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

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

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

6.3 Final Completion and Final Acceptance

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

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

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

6.4 Liquidated Damages

6.4.1 The Contractor acknowledges and agrees that if the Contractor fails to obtain Final Completion of the Work within the Contract Time, the City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the City and the Contractor agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the applicable dollar sum amount in Subsection 108.9 of the 2016 City of San Luis

Supplement to the 2015 MAG Uniform Standard Specification for Public Works Construction per calendar day, commencing from the Completion Date required under the Contract until the actual date of the Final Completion of the Work.

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

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

SECTION 7 - CONTRACT PRICE

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

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

SECTION 8 - PAYMENT

8.1 Payment for Construction Services

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

8.1.2 The City shall retain ten percent (10%) of all progress payments as insurance of proper performance of the Contract or, at the option of the Contractor, a substitute security may be provided by the Contractor in an authorized form approved by the City. The Contractor is entitled to all interest from any such substitute security.

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

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

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

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

8.2 **Final Payment** Subject to all of the City's rights to withhold or offset payment and other rights under the Contract, Final Payment, including remaining retainage, shall be paid only after:

(i) The Work has been fully completed (including completion of all incorrect or incomplete work items), and the City has issued the written Final Acceptance;
(ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings (including the Building Information Model, if required by the Contract Documents), plans, and specifications have been delivered to City;
(iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to the City;
(iv) all conditions and requirements imposed by the City or any financing entity for the corresponding disbursement have been met; and

(v) the Contractor delivers to the City a Contractor Payment Request Form requesting Final Payment.

8.3 The City's Right to Withhold Payment The City may withhold payment to such extent as may be necessary in the City's opinion to protect the City from loss for which the Contractor is responsible, including, without limitation:

(i) Defective Work not remedied;
(ii) Third-party claims filed or reasonable evidence indicating probable filing of such claims unless Contractor provides security acceptable to the City;
(iii) Failure of Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;
(iv) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
(v) Damage to the City or another Contractor or any third party for which the Contractor may have an obligation under Article 12 of the General Conditions;
(vi) Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
(vii) Persistent failure to carry out the Work in accordance with the Contract Documents.

8.4 Joint/Direct Checks Payments to the Contractor may be made by checks payable jointly to the Contractor and its employees, agents, Subcontractors, and Suppliers, or any of them. When in the sole opinion of the City, it is advisable, payments may be made directly to the Contractor's Subcontractors. Any amount so paid shall be deducted from the amounts owed to the Contractor under this Contract.

8.5 Payment Not A Waiver No payment (nor use or occupancy of the Project by the City) shall be deemed Acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of the City.

8.6 Liens and Bond Claims The Contractor shall make all payments, in the time required, of all labor and materials furnished to the Contractor in the course of the Work and shall promptly furnish evidence of such payments as the City may require. The Contractor shall pay when due all claims arising out of the performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City, against payment due from City to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract. The Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claims. In addition, the Contractor agrees to defend, indemnify, and hold harmless the City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-

payment for work performed by Contractor. The obligations under this Section 8.4 survive termination of this Contract.

8.7 Financial Record Keeping and City's Audit Right

8.7.1 Records for all Contracts between the City and the Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.7.2 The City, its authorized representative, and/or the appropriate agency reserve the right to audit the Contractor's records in compliance with local, state, or federal policies, statutes, or at the City's discretion within three (3) years of Final Acceptance of the Work.

SECTION 9 - CHANGES TO THE CONTRACT

9.1 Extra Work/Changes in the Work

9.1.1 The City reserves the right to make such changes in the plans and specifications for the Work as it may deem appropriate. Any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated into this Contract.

9.1.2 The Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by the City, has been executed by the City prior to starting the additional work.

9.1.3 Any agreement that modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager and approved by the San Luis City Council if necessary. Once properly executed by both Parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

9.2 Accuracy of Change Order Pricing Information Signature by the contracting Parties shall constitute full accord and satisfaction between the City and the Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact, or acceleration damages, which may be occasioned by a Change Order or other modification of the Contract, the Parties agreed to in writing.

SECTION 10 - TERMINATION

10.1 Termination by the City for Cause

10.1.1 If, for any reason, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract Documents, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of the termination. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the Contractor under this Contract, shall, at the option of the City,

become the City's property. The Contractor shall be entitled to receive just and equitable compensation for any Work satisfactorily completed under this Contract.

10.1.2 Notwithstanding Section 10.1.1, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

10.2 Termination by the City for Convenience The City may also terminate the Contract at any time for its convenience upon seven (7) business days' written notice to the Contractor specifying the termination date. In the event of termination, which is not the fault, in whole or in part, of the Contractor, the City shall pay to the Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from the City to the Contractor.

10.3 A.R.S. § 38-511 and Other Statutory Requirements This Contract is subject to and may be terminated by the City in accordance with the conflict provisions of A.R.S. § 38-511. The Contractor certifies, to the extent permitted by law, that it is not currently engaged in and agrees that for the duration of this Contract, it will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35- 393. The Contractor certifies, to the extent permitted by law, that it does not currently, and agrees for the duration of this Contract, it will not use the forced labor of the ethnic Uyghurs in the People's Republic of China, nor use any goods or services produced by them, nor use any Contractors, Subcontractors, or Suppliers that use them. If the Contractor becomes aware during the term of this Contract that the Contractor is not in compliance with this certification, it shall follow the notice procedures in A.R.S. § 35- 393.

10.4 Non-Appropriation The City is a government agency that relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City determines that it does not have funds to meet its obligations under the Contract, the City shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

10.5 Limited Liability Under no circumstances shall the City have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed or for any future or anticipated profits, recovery, damages, expenses, or losses.

SECTION 11 - BONDS

11.1 Bonds and Other Performance Security

11.5.1 Prior to the execution of the Contract, the Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.5.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.5.3 The bonds shall be made payable and be acceptable to the City. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, et seq.

11.5.4 All bonds submitted for this Project shall be provided by a company that has been rated AM Best rating of B++6 or better for the prior four (4) quarters by the latest edition of the *Results Best's Key Rating Guide (Property/Casualty)*" published by the A.M. Best Company.

11.5.5 Personal or individual bonds are not acceptable.

SECTION 12 - INDEMNIFICATION

12.1 To the fullest extent permitted by law, the Contractor, its successors, and assigns shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, and agents from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. The Contractors' duty to defend, indemnify, and hold harmless the City and its agents, representatives, officers, elected officials, and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, expert fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

12.2 The Contractor shall also defend, indemnify, and hold harmless the City, any jurisdiction or agency issuing permits for any work involved in the Project and their consultants and each of their officers, officials, employees, representatives, directors, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

12.3 The indemnified party shall have the right to approve the legal counsel selected by the Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

12.4 The defense, indemnification, hold harmless provisions, and City's Liability Insurance set forth herein shall survive any termination of the Contract.

SECTION 13 - DISPUTE RESOLUTION

13.1 **Informal Dispute Resolution** The Parties to the Contract agree that time is of the essence in relation to the performance of the Contract and completion of the Project. Therefore, any and all disputes in relation to the Contract will initially be referred to the City Project Manager and Contractor Project Manager, as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is

reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

13.2 Dispute Resolution Representative (DRR) Process 1.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project that are not resolved in the ordinary course of the Project ("Claim or Claims") shall, as a prerequisite to any mediation or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

13.2.2 The DRR Process shall be initiated through the service of a DRR Notice as set forth below:

(i) For claims by the Contractor, the DRR Process shall be initiated by the party asserting the claim serving written notice on the City setting forth in detail:

(a) the basis for the claim;
(b) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project;
(c) the specific relief requested, the amount thereof, and how such was calculated;
(d) the parties involved in the Claim and how they are involved;
(e) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and
(f) efforts made to date to resolve the Claim.

(ii) For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested. (iii) The DRR Notice shall be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

13.2.3 The other parties shall respond in writing to the DRR Notice ("DRR Response") within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

13.2.4 The designated Dispute Resolution Representatives for the parties to the claim shall then meet as soon as possible and, in any event, within twenty (20) calendar Days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

13.2.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

13.2.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

13.2.7 Unless otherwise designated in a written notice to the other parties, the Project Manager, the representatives of the Contractor, and of the Design Professional shall act as the parties' designated Dispute Resolution Representatives.

13.2.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing. The resolution shall be signed by the Parties' designated Dispute Resolution Representatives. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

13.3 Mediation

13.3.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under 13.2.4 or after the DRR is terminated pursuant to 13.2.5 above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.

13.3.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar Days of the written demand, either party may make a request to the Civil Presiding Judge of the Yuma County Superior Court to appoint a mediator. The mediation shall occur within forty (40) calendar Days of the written demand for mediation unless the parties agree, in writing, to a longer period of time.

13.3.3 The qualifications for the mediator shall be that the mediator be:

(i) an experienced mediator, arbitrator, or litigator of construction disputes; and
(ii) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

13.3.4 Each party shall provide to the other party and the mediator all of the information and documentation required under 13.2.2 and 13.2.3 above, together with any additional information and documentation that the party believes relevant. In addition, the parties shall exchange and provide to the mediator such additional memoranda, information, and/or documentation, as the mediator may request, and in the form and at such times as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in San Luis, Arizona unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction over the dispute.

13.4 Arbitration

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then-current Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") but not administrated or conducted by the AAA. The arbitration shall be held in Yuma County, Arizona, utilizing a single arbitrator selected by the parties unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed or before the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction-related practice and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation, or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than $250,000, no discovery other than the exchange of documents, designation of witnesses, and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims) and no more than three (3) depositions and one (1) expert per issue per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Contract shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when the applicable statute of limitations would bar institution of legal or equitable proceedings based on such Claim.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final, and judgment may be entered upon the award in the Arizona Superior Court.

SECTION 14 - MISCELLANEOUS PROVISIONS

14.1 Assignment Neither the Contractor nor the City shall, without the written consent of the other, assign, transfer, or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents. Any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.2 Governing Law and Venue. In the performance of the Contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, Yuma County, and the City, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county, or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, including choice of law and conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Yuma County, Arizona. Both Parties consent to jurisdiction and venue in such court for such purposes. The Party prevailing in any such action or other proceeding to resolve a dispute shall be paid all reasonable costs, reasonable expert services fees, and reasonable attorney's fees by the other Party. In the event any judgment is secured by said prevailing Party, all such costs, expert fees, and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.

14.3 San Luis Business License The General Contractor and sub-contractors shall obtain a San Luis Business License before commencing Work.

14.4 Survival All warranties, representations, and indemnifications by Contractor shall survive the completion or termination of this Contract.

14.5 No Waiver The failure of either Party to enforce any of the provisions of the Contract Documents or to require the performance of the other Party of any of the provisions under this Contract shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part of them, or the right of either Party to thereafter enforce each and every provision. Unless otherwise specifically agreed to in writing by both Parties, any consent to delay in the Contractor's performance of its obligation is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

14.6 Project Communications

14.6.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor’s Representative set forth in Article 1 of the Contract.

14.6.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative. However, e-mail communications are not binding upon the City. E-mail communications cannot change the terms of the Contract or the scope of work or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

14.7 Independent Contractor The parties intend that this Contract will create an independent contractor relationship and not an employer-employee relationship. The City is interested only in the results to be

achieved, and the conduct and control of the performance of the services contemplated under this Contract will be solely with the Contractor. Contractor's employees, agents, and Subcontractors shall not be considered to be employees or agents of the City for any purpose. They shall not be entitled to any of the benefits the City provides for its employees. The Contractor shall furnish at its own expense all materials and equipment necessary to carry out the terms of this Contract.

14.8 No Partnership Nothing in this Contract constitutes a partnership, joint venture or similar arrangement between the Parties. Neither Party is the principal or agent of the other.

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

14.10 *Force Majeure* If the Contractor or the City or both are prevented or materially restricted from performing any of their obligations under this Contract by an event of *force majeure*, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "*force majeure*" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. *Force majeure* events include but are not limited to natural disasters, fire, flood, explosions, strikes (or labor disputes) over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars, public health emergencies, or material changes in applicable business laws (including but not limited to through statutes, regulations, executive orders, or emergency declarations and proclamations).

14.11 Notices The notices under this Contract shall be validly given and fully received when in compliance with all of the following:

(i) In writing,
(ii) Delivered or refused delivery,
(iii) By personal delivery, or by major commercial delivery courier service which requires a signature of the recipient, or by registered or certified United States Postal Service mail, return receipt requested with the signature of the recipient, postage prepaid to the addresses in the first paragraph of this Contract.

14.11.2 Either Party may designate in writing and deliver notice of a different address in the same way as above. Any such change of address notice shall be delivered at least ten (10) Days before the date on which the change is to become effective.

14.11.3 Notices for delivery to the City shall be to the attention of the Public Works Director, copies to the City Manager, City Attorney, and City Clerk.

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

14.13 Entire Agreement This Contract (including the incorporated documents) contains the entire agreement between the Parties, and no oral or written statement, promise, or inducement made by either Party or its

agents not contained or specifically referred to in this Contract is valid or binding. All modifications to this Contract must be in writing, signed, and endorsed by the Parties.

14.14 Headings The headings of this Contract are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

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

City of San Luis
Well Site #3 - Storage Tank Rehabilitation
Bid Tabulation

				Bidder No. 1		Bidder No. 2	
				Pittsburg Tank & Tower		Viking Painting, LLC	
Bid Item	*Item Description*	*Estimated Quantities*	*Unit*	*Unit Price*	*Total*	*Unit Price*	*Total*
1	**Protective Coating Replacement**						
	Exterior Blasting and Preparation	7600	SF	$2.84	$21,584.00	$4.50	$34,200.00
	Interior Blasting and Preparation	6200	SF	$11.27	$69,874.00	$16.00	$99,200.00
	Potable Storage Tank Exterior Coating	5400	SF	$12.11	$65,394.00	$3.50	$18,900.00
	Potable Storage Tank Interior Coating	5000	SF	$15.80	$79,000.00	$10.50	$52,500.00
	Hydropneumatic Tank Exterior Coating	1600	SF	$9.85	$15,760.00	$16.75	$26,800.00
	Hydropneumatic Tank Interior Coating	1200	SF	$9.59	$11,508.00	$18.00	$21,600.00
	Piping - Exterior Coating	600	SF	$13.70	$8,220.00	$85.00	$51,000.00
2	**Potable Storage Tank - Structural**						
	Furnish & Install 1/3 of Rafters	10	EA	$2,535.00	$25,350.00	$2,610.00	$26,100.00
	Furnish & Install 8" Conc. Column w. Baseplate	1	LS	$14,385.00	$14,385.00	$34,800.00	$34,800.00
	Furnish & Install Halo Roof Support	1	LS	$10,275.00	$10,275.00	$58,000.00	$58,000.00
	Install Tie-rods	20	EA	$1,030.00	$20,600.00	$400.00	$8,000.00
	Install 36" Roof Vent	1	LS	$10,275.00	$10,275.00	$8,900.00	$8,900.00
	Install Eave vents	4	LS				
	Replace 24" Conical Overflow Weir	1	LS	$2,125.00	$2,125.00	$8,700.00	$8,700.00
	12" x 12" Welded Patch Repairs	10	EA	$685.00	$6,850.00	$350.00	$3,500.00
3	**Safety Improvements**						
	New 36" Hatch with Gasket	1	LS	$2,535.00	$2,535.00	$8,700.00	$8,700.00
	Replace Ladder, Safety Cage, Railing and Install Roof Tie-	1	LS	$17,810.00	$17,810.00	$21,800.00	$21,800.00
4	**Hydropneumatic Tank Improvements**						
	Install 24" Manway on Cap End of Tank	2	EA	$9,590.00	$19,180.00	$36,250.00	$72,500.00
	Install new Welded Flange Fittings for Appurtenances	6	EA	$3,085.00	$18,510.00	$7,250.00	$43,500.00
	Install Full Sized Compressor & Connect to both tanks	1	LS	$106,850.00	$106,850.00	$43,500.00	$43,500.00
	New Pressure Safety Valves	2	EA	$8,905.00	$17,810.00	$10,150.00	$20,300.00
	New Sampling Port	2	EA	$2,675.00	$5,350.00	$4,350.00	$8,700.00
	New Gaskets	2	EA	$275.00	$550.00	$300.00	$600.00
	Replace Sight Glass	2	EA	$2,740.00	$5,480.00	$4,350.00	$8,700.00
5	**Miscellaneous**						
	Install Flanged Outlet Structure (90 deg bend) - Storage Ta	1	LS	$3,085.00	$3,085.00	$3,300.00	$3,300.00
	Replace Sight Board and Level Slide Indicator	1	LS	$2,055.00	$2,055.00	$6,600.00	$6,600.00
	Replace Manway Gaskets	2	EA	$275.00	$550.00	$300.00	$600.00
	Install Mesh Screen at Overflow Flapper Valve	1	LS	$345.00	$345.00	$400.00	$400.00
	Mobilization	1	LS	$20,550.00	$20,550.00	$51,000.00	$51,000.00
			TOTAL =		**$581,860.00**		**$742,400.00**
			10% CONTINGENCY =		**$58,186.00**		**$74,240.00**
			TOTAL CONSTRUCTION COST =		**$640,046.00**		**$816,640.00**

Bidder No. 1 total: $640,046.00 | Bidder No. 2 total: $816,640.00

Comments: Pittsburg Tank & Tower is the lowest responsive bidder on total base bid received.

CITY OF SAN LUIS

AGREEMENT
FOR THE CONSTRUCTION OF
CITY OF SAN LUIS
Well Site 3 - Storage Tank Rehabilitation

This agreement ("Contract") is made on Wednesday, April 22, 2026, by and between:

Pittsburg Tank & Tower Maintenance Co., Inc. 1 Watertank Place P O Box 1849 Henderson, KY 42419 Incorporated ("Contractor") and	City of San Luis 1090 East Union Street [physical address] P.O. Box 7740 [mailing address] San Luis, Arizona 85349 an Arizona municipal corporation ("City" or "City of San Luis")

The Contractor and City may be referred to individually as the "Party" and collectively as the "Parties." All defined words in the document titled "General Conditions of the Contract" ("General Conditions"), which was provided in the City's Request for Proposals ("RFP"), Well Site 3 - Storage Tank Rehabilitation, 2026-RFP-00000005, 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 – Well Site 3 - Storage Tank Rehabilitation ("Project"), per the Contractor's bid of April 7, 2026 ("Proposal") and to completely and totally remove and install the materials therein for the City, in a good workmanlike and substantial manner and to the satisfaction of the City through its engineers ("ENGINEERS"), or the ENGINEERS' properly authorized agents and strictly pursuant to and in conformity with the plans and specification prepared by the ENGINEERS, and with such modifications of the same and other documents that the City may make through the ENGINEERS or the ENGINEERS' properly authorized agents, as provided herein; and

WHEREAS, San Luis City Council, at a properly noticed open meeting, awarded the bid to the Contractor on April 22, 2026;

NOW, THEREFORE, the above recitals are incorporated into this Contract. In consideration of the City paying the sum of $640,046.00 to the Contractor and the Contractor constructing the City of San Luis – Well Site 3 - Storage Tank Rehabilitation ("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

CITY:	Jenny Torres, City Manager City of San Luis, Arizona Telephone: (928) 341-8520 E-mail: jtorres@sanluisaz.gov
CITY PROJECT MANAGER:	Jorge Perez, Assistant Director of Public Works City of San Luis Telephone: (928) 341-8577 E-mail: jperez@sanluisaz.gov
CONTRACTOR:	Pittsburg Tank & Tower Maintenance Co., Inc. 1 Watertank Place P O Box 1849 Henderson, KY 42419 Telephone: (270) 826-9000 E-mail: bids@pttg.com
CONTRACTOR MANAGER:	Melinda Jones Pittsburg Tank & Tower Maintenance Co., Inc. Telephone: (270) 826-9000 E-mail: bids@pttg.com
PROJECT ENGINEER / DESIGNER:	Erin Lansey, Senior Project Manager Kimley-Horn & Associates, Inc. Telephone: (520) 245-6290 E-mail: erin.lansey@kimley-horn.com
PROJECT DESCRIPTION:	City of San Luis, Well Site 3 - Storage Tank Rehabilitation
PROJECT LOCATION:	1309 E B Street, San Luis, AZ 85349

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. 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);
7. 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;
8. Bid documents {including but not limited to the advertisement for bids, bid schedule, addenda (if any), additive bid items (if any), and the Proposal;
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 - 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, including but not limitd to the following major components of the construction services and the corresponding subsections of Section 4 of the General Conditions.

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

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

4-1.05 The Contractor shall comply with all terms and conditions as set forth within 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 including 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 4 - 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 5 - CONTRACT TIME

6-1 Contract Time.

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

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

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

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

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

6-3 Final Completion and Final Acceptance.

6-3.01 The Parties expressly agree by this writing that Final Completion (as defined in Section 2.14 of the General Conditions) must be obtained by **no later than sixty (60) 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 sixty (60) 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 **$840.00** for each consecutive calendar Day after the thirty (30) 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 $840.00 per day is consistent with Section 6.4 of the General Conditions and its reference to Subsection 108.9 of the 2016 City of San Luis Supplement to the 2015 MAG Uniform Standard Specification for Public Works Construction.)

6-4.02 The City may deduct liquidated damages described in Subsection 6-4.01 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 6 - 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 $640,046.00.

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 7 - PAYMENT

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

ARTICLE 8 - CHANGES TO THE CONTRACT

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

ARTICLE 9 - TERMINATION

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

ARTICLE 10 - 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 11 - INDEMNIFICATION

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

ARTICLE 12 - 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 13 - 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 14 - 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. Parties shall submit their original, wet ink signature of this document to the San Luis Clerks Office for recording purposes.

ARTICLE 15 - 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.

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

Attest:

SIGNATURE

Sonia Cornelio, City Clerk

FULL NAME, TITLE

DATE SIGNED

City of San Luis, Arizona

SIGNATURE

Nieves Riedel, Mayor

FULL NAME, TITLE

DATE SIGNED

Approved As to Form

SIGNATURE

Joseph D. Estes, City Attorney

FULL NAME, TITLE

DATE SIGNED

Pittsburg Tank & Tower Maintenance, Co., Inc.

SIGNATURE

Melinda Jones

FULL NAME

DATE SIGNED

AGENDA ITEM REVIEW FORM

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

Meeting Date: 04/22/2026

Department Head: Roula Encinas, Director of Finance, Finance Department

Submitted By: Angelica Cifuentes, Purchasing Coordinator, Finance Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the City of San Luis Merrill Avenue Improvements — County 22nd Street to Los Oros Street Phase 2 (CDBG #108-26) project.**(Tomas Sanchez, City Engineer)**

SUMMARY:

The Arizona Department of Housing (ADOH) awarded the City of San Luis a Community Development Block Grant (CDBG-RA) in the amount of $464,289.00 from its regional account for the Merrill Avenue Improvements Phase 2 project. The proposed work is located within the City of San Luis, Arizona.
The project consists of, but is not limited to, the installation of approximately 382 linear feet of 12-inch diameter storm drain and manholes, sanitary sewer manhole repairs, and approximately 7,913 square yards of pavement replacement along Merrill Avenue between County 22nd Street and Nancy Street. The roadway improvements include a 48-foot-wide section with one center turn lane, one 12-foot travel lane in each direction, and a 6-foot bike lane, as well as replacement of concrete curb and gutter, sidewalk, and cross gutter. The project also includes adjusting existing water valves and sewer manholes with new frames and covers to finished grade, along with other incidental work as specified in the Contract Documents and Project Plans.
The City received three construction bids from Gutierrez Canales Engineering, P.C., DPE Construction, Inc., and Accurate Excavation of Arizona, LLC for the proposed project. Gutierrez Canales Engineering, P.C. was selected competitively by sealed bids and was deemed the lowest bidder to be qualified and capable of performing the contract.
The Economic Development Department, with assistance from the Engineering Department, is seeking Mayor and Council approval to award and execute a construction contract with Gutierrez Canales Engineering, P.C. for the Merrill Avenue Improvements – County 22nd Street to Los Oros Street Phase 2 (CDBG Contract No. 108-26) in the amount of $898,656.99. This purchase falls under the bidding provisions of our City of San Luis Procurement Code 3.05.010(D), 3.05.030, 3.05.040, and 3.05.050.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AWARD THE CONTRACT TO GUTIERREZ CANALES ENGINEERING, PC FOR MERRILL AVENUE IMPROVEMENTS - COUNTY 22ND STREET TO LOS OROS STREET PHASE 2 CDBG PROJECT IN THE AMOUNT OF $898,656.99, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	YES
CITY/STATE/FEDERAL FUNDS:	FEDERAL/CDBG FUNDS
TOTAL:	898,656.99
BUDGETED AMOUNT:	$1,121,710.00
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay-CIP Merrill Ave Improvements Phase 2 /255-210-90015.219/Project#2026003/$1,094,552.17

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

For Fiscal Year 2026, the Economic Development Department was approved funding for the Merrill Avenue Improvements—County 22nd Street to Los Oros Street Phase 2 (CIP) account 255-210-90015.219 in the amount of $1,121,710.00. The Merrill Avenue Improvements was contemplated by staff when requesting the continued budget for FY 2026.

Attachments

Bid Advertisement

Bid Documents

AFFP
BES - 2026-RFP-00000003

Affidavit of Publication

STATE OF AZ } SS
COUNTY OF YUMA }

Lisa Reilly or David Fornof, being duly sworn, says:

That (s)he is Publisher or Director of Operations of the Bajo El Sol, a weekly newspaper of general circulation, printed and published in Yuma, Yuma County, AZ; that the publication, a copy of which is attached hereto, was in the published said newspaper on the following dates:

03/13/2026 03/20/2026

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Publisher or Director of Operations

Subscribed to and sworn to me this 20th day of March 2026.

VIRGEN P PEREZ, Notary, Yuma County, AZ

My commission expires: May 10, 2029

38831 571419

CITY OF SAN LUIS - LEGAL
PO BOX 1170/1090 E. UNION ST
SAN LUIS AZ 85349

OFFICIAL SEAL
VIRGEN P PEREZ
NOTARY PUBLIC - ARIZONA
YUMA COUNTY
COMM# 683378
My Comm. Expires MAY 10, 2029

Ad text :

REQUEST FOR PROPOSALS
CITY OF SAN LUIS, ARIZONA
MERRILL AVENUE IMPROVEMENTS
COUNTY 22ND STREET TO LOS OROS STREET
PHASE 2
(CDBG CONTRACT # 108-26)
2026-RFP-00000003

The City of San Luis is requesting proposals or bids furnishing all labor, materials, equipment, tools and performing all services required for the construction of the CITY OF SAN LUIS MERRILL AVENUE IMPROVEMENTS--COUNTY 22ND STREET TO LOS OROS STREET - PHASE 2 (CDBG Contract #108-26), and work incidental thereto. This project is funded with Federal Community Development Block Grant (CDBG) funds from the Arizona Department of Housing (ADOH). The Contractor shall comply with all applicable requirements, including payment of Davis-Bacon wages and maintenance of certified payrolls. Proposals will then be publicly opened and read aloud. Each Bid should be submitted on the Proposal Form and be accompanied by a certified or cashiers check or bid bond in the amount of ten (10%) percent of the total amount of the bid.

The proposed work is located within the limits of the City of San Luis, Arizona. The work consists of but is not limited to installation of 382 linear feet of 12" diameter storm drain and manholes, sanitary sewer manhole repairs, and approximately 7,913 square yards of pavement replacement of Merrill Avenue between County 22nd Street and Nancy Street, replacement of concrete vertical curb and gutter, sidewalk, and cross gutter. The project also includes adjusting existing water valves and sewer manholes with new frames and covers to finished grade and other work incidental to the project as specified in the Contract Document and Project Plans.

The project shall be complete and in place within 120 calendar days from the date of Notice to Proceed.

Plans, specifications and contract documents may be obtained through the Procurement Portal at https://procurement.opengov.com/portal/sanluisaz.

A Non-Mandatory Pre-Bid Conference will be held at City of San Luis City Hall-Pedro Julian Conference Room, 1090 E. Union St. San Luis, AZ 85349 on Tuesday, March 24, 2026, at 3:00 pm (M.S.T.) to discuss specifications and any questions Bidders may have.

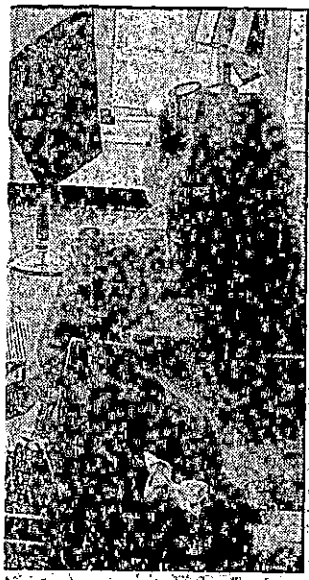
All bids must be submitted through the Procurement Portal until 12:00 P.M. (M.S.T.) on April 7, 2026.

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

City of San Luis, Arizona

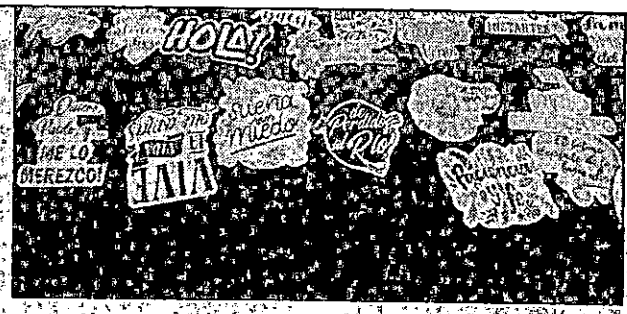
_____
Jenny Torres, City Manager

Bajo El Sol: 13 y 20 de marzo del 2026 - 571419









REQUEST FOR PROPOSALS
CITY OF SAN LUIS, ARIZONA
MERRILL AVENUE IMPROVEMENTS
COUNTY 22ND STREET TO LOS OROS STREET
PHASE 2
(CDBG CONTRACT #108-26)
2026-RFP-00000003

The City of San Luis is requesting proposals or bids furnishing all labor, materials, equipment, tools and performing all services required for the construction of the **CITY OF SAN LUIS MERRILL AVENUE IMPROVEMENTS--COUNTY 22ND STREET TO LOS OROS STREET - PHASE 2 (CDBG Contract #108-26)**, and work incidental thereto. This project is funded with Federal Community Development Block Grant (CDBG) funds from the Arizona Department of Housing (ADOH). The Contractor shall comply with all applicable requirements, including payment of Davis-Bacon wages and maintenance of certified payrolls. Proposals will then be publicly opened and read aloud. Each Bid should be submitted on the Proposal Form and be accompanied by a certified or cashiers check or bid bond in the amount of ten (10%) percent of the total amount of the bid.

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City of San Luis, Arizona

Jenny Torres, City Manager

CITY OF SAN LUIS

REQUEST FOR PROPOSAL (RFP)

CONTRACT DOCUMENTS

FOR

CITY OF SAN LUIS

MERRILL AVENUE IMPROVEMENTS - COUNTY 22ND STREET TO LOS OROS STREET PHASE 2 (CDBG CONTRACT #108-26)

2026-RFP-00000003

SEALED REQUEST FOR PROPOSAL DEADLINE

Tuesday, April 7, 2026, 3:00 pm

CITY OF SAN LUIS
1090 EAST UNION STREET | P.O. BOX 7740 | SAN LUIS, AZ 85349

TABLE OF CONTENTS

CITY OF SAN LUIS

undefined

1. ADVERTISEMENT FOR BIDS
2. INSTRUCTIONS TO BIDDERS
3. SCOPE OF WORK
4. PROPOSAL KIT
5. BID SCHEDULE
6. CITY INSURANCE REQUIREMENTS
7. GENERAL CONDITIONS OF THE CONTRACT
8. ATTACHMENTS

Attachments:

A - Contractor's Affidavit Regarding Settlement of Claims

B - Merrill Ave Phase 2 - Contract Documents

C - Merrill Avenue Improvement Plans

ADVERTISEMENT FOR BIDS

The City of San Luis is requesting proposals or bids furnishing all labor, materials, equipment, tools and performing all services required for the construction of the CITY OF SAN LUIS MERRILL AVENUE IMPROVEMENTS--COUNTY 22ND STREET TO LOS OROS STREET - PHASE 2 (CDBG Contract #108-26), and work incidental thereto. This project is funded with Federal Community Development Block Grant (CDBG) funds from the Arizona Department of Housing (ADOH). The Contractor shall comply with all applicable requirements, including payment of Davis-Bacon wages and maintenance of certified payrolls.

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City of San Luis, Arizona

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Jenny Torres, City Manager

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

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

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

1.3 Addenda are written or graphic instructions issued prior to the execution of the contract which modify or interpret the Bidding Documents, including Drawings, conditions of the Contract and

Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

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

2. BIDDER'S REPRESENTATION

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

3. BIDDING DOCUMENTS

3.1 Bidders may obtain copies of the bidding Documents through the Procurement Portal at https://procurement.opengov.com/portal/sanluisaz.

4. INTERPRETATION OF BIDDING DOCUMENTS

4.1 Should a Bidder find discrepancies, inconsistencies or obscurities in, or omissions from the bidding documents, or should he be in doubt as to their meaning, Bidder shall submit their questions through the Procurement Portal. A written Addendum, clarifying the intent of the documents shall be issued, if needed. Addenda may not be issued less than 48 hours before the time specified for receipt of bids. Questions received less than four calendar days prior to the assigned bid date cannot be answered in writing. Should any discrepancies not be clarified by Addendum, the Contractor shall use the most expensive condition shown or specified in bid.

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

4.3 All Addenda issued by the City during the time of bidding are to be included in the bid, and shall become a part of the bidding documents (bidder’s responsibility to check for addendums). Acknowledge receipt of Addenda through the Procurement Portal.

4.4 All questions must be submitted through the Procurement Portal no later than 6:00 pm on Wednesday, March 25, 2026.

5. SUBSTITUTIONS

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

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

6. BIDDING PROCEDURES

6.1 A bid is invalid if it has not been submitted through the Procurement Portal at https://procurement.opengov.com/portal/sanluisaz prior to the time and date for receipt of bids indicated in the Invitation to Submit Proposals, or prior to any extension thereof issued to the bidders.

6.2 Bid Security:

1. Each bidder is required to submit, with his bid, a certified or cashier's check upon a solvent bank, or a surety bond for ten percent (10%) of the amount of the Base Bid made payable to the Owner.
    a. If more than one proposal is submitted, only one Bid Security is required for the largest base Bid amount, however, this bond shall apply to any and/or all bids submitted.
2. The Bid Security shall be given as a guarantee that the bidder will enter into a contract to perform the work, if awarded to him, and provide a satisfactory Performance Bond and Payment Bond as required under the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes. Bid Security shall be declared forfeited as liquidated damages if he refuses to enter into said contract upon request to do so by the Owner.
3. Bid Security will be returned to the unsuccessful bidders, and to the successful bidder upon the execution of a satisfactory Performance Bond and Payment Bond and Construction Contract.
4. Bidders may withdraw their bid at any time prior to bid opening, but may not resubmit them. No bid may be modified or withdrawn after the bid opening for a period of 30 days except where the award of the contract has been delayed at least 31 days.

6.3 A Non-Mandatory pre-bidders conference will be held at 3:00 pm at the City of San Luis City Hall-Pedro Julian Conference Room, 1090 E. Union St. San Luis, AZ 85349on Tuesday, March 24, 2026.

7. SUBCONTRACTOR LIST FORM

7.1 Complete the Subcontractor List Form, listing a single company, firm, or organization name only for each branch of the work. Submit through the vendor PROPOSAL KIT.

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

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

8. REJECTION OF BIDS

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

9. AGREEMENT

9.1 The form of Agreement which the successful Bidder will be required to execute in two (2) original counterparts. Progressed payments will be made to the Contractor by the Owner in an amount equal to 90% of that due until the final payment.

10. WARRANTY

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

11. PERFORMANCE AND PAYMENT BONDS

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

12. CONTRACTOR LICENSE LAW, ELIGIBILITY & PREFERENCE

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

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

13. NONDISCRIMINATION

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

14. COPIES OF DOCUMENTS FURNISHED

14.1 The Contractor shall obtain Construction Documents free of charge through the Procurement Portal.

15. INSURANCE

15.1 The contractor is required to provide and pay for insurances. He shall file, with his Performance and Payment Bonds, all required Certificates of Insurance and endorsements demonstrating that the insurance policy was amended to add City of San Luis, Arizona as an additionally insured.

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

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

15.4 The Contractor shall provide public liability insurance and show evidence specified in the Contract Documents in the City Insurance Requirements.

16. ADDITIONAL SERVICES

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

17. SUMMARY OF THE WORK

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

18. SUBSTANTIAL COMPLETION

18.1 Substantial Completion will be accomplished no later than **120 from dated letter "Notice to Proceed".**

19. LIQUIDATED DAMAGES

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

20. EVALUATION AND AWARD

- Bid opening will take place on Tuesday, April 7, 2026 immediately after the close of the bidding.
- City staff will convene in the Pedro Julian Conference Room at the San Luis City Hall 1090 E. Union St. San Luis, AZ 85349, open the proposals virtually, and read the bids into the record.
- Award will be made to the lowest qualified responsive bidder.
- Formal award of contract will be on the next available Regular City Council meeting.

21. PROTESTS

All responders will receive notification via e-mail regarding their status vis-a-vis the proposed contract award. Responders not selected have two days from e-mail sent date to initiate protest proceedings. To do this, a dissatisfied party must lodge a protest with Angelica Cifuentes, Procurement Coordinator, via receipted e-mail (acifuentes@sanluisaz.gov) or by certified mail (Attn: Angelica Cifuentes/City of San Luis/P.O. Box 7740/San Luis, AZ 85349). The City of San Luis will then hold a hearing within two days of the receipt of the protest and make a determination within two days of the hearing. In the absence of a successful protest, the contract will be awarded to the most responsive qualified bidder.

SCOPE OF WORK

TIMELINE

Advertisement/Release Project Date:	March 8, 2026
Advertisement/Release Project Date:	March 15, 2026
Pre-Bid Meeting (Non-Mandatory):	March 24, 2026, 3:00pm City of San Luis City Hall-Pedro Julian Conference Room, 1090 E. Union St. San Luis, AZ 85349

Question Submission Deadline:	March 25, 2026, 6:00pm
Question Response Deadline:	March 26, 2026, 6:00pm
Submission Deadline:	April 7, 2026, 12:00pm
Bid Opening:	April 7, 2026, 3:00pm
Contractor Selection Date:	April 8, 2026
Council Meeting:	April 22, 2026, 6:00pm

PROJECT NAME, LOCATION, AND OVERVIEW

PROJECT NAME:

The name of this project is **Merrill Avenue Improvements - County 22nd Street to Los Oros Street Phase 2**. All correspondence and documents are to reference "Merrill Avenue Improvements - County 22nd Street to Los Oros Street Phase 2".

PROJECT LOCATION:

The PROJECT is located in Yuma County, Arizona. The proposed work is located within the limits of the City of San Luis, Arizona, east of Rancho Los Oros Subdivision on Merrill Avenue between County 22nd Street and County 22-1/2 Street.

The project is located in the northeast quarter of Section 2, Township 11 South, Range 25 West of the Gila and Salt River Base and Meridian.

OVERVIEW:

The **Merrill Avenue Improvements - County 22nd Street to Los Oros Street Phase 2** project is being undertaken by the City of San Luis, Arizona. This bid pertains to those activities described herein under the Scope of Work.

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

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

B. Davis-Bacon wage rates **NO VALUE** apply.

SCOPE OF WORK

Scope of Work, **Merrill Avenue Improvements - County 22nd Street to Los Oros Street Phase 2**.

The proposed work is located within the limits of the City of San Luis, Arizona. The work consists of, but is not limited to installation of new water gate valves, waterline tie-ins, existing waterline lowerings, and installation of about 4,200 LF of combined 12”, 8” and 6” diameter watermain and water services stubout laterals across or parallel to Cesar Chavez Blvd. The project also includes miscellaneous asphalt and concrete removal and replacement, and adjustment of existing water valves frames and covers to finished grade and other work incidental to the project as specified in the Contract Document and Project Plans.

Merrill Avenue Improvements - County 22nd Street to Los Oros Street Phase 2

The proposed work is located within the limits of the Coty of San Luis, Arizona. The work consists of, but not limited, to installation of 380 linear feet of 12" diameter storm drain and manholes, sanitary sewer manhole repairs, and approximately 7,950 square yards of pavement replacement on Merrill Avenue between County 22nd Street and Nancy Street, replacement of concrete vertical curb and gutter, sidewalk, and cross gutter. Project also includes adjusting existing water valves and sewer manholes with new frame and covers, and other work incidental to the project as specified in the Contract Document and Project Plans.

PROPOSAL KIT

Proposal*
Project Name: Merrill Avenue Improvements - County 22nd Street to Los Oros Street Phase 2

In compliance with the Advertisement for Bids:

Having examined the contract documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required CONTRACT AND LABOR AND MATERIAL surety bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this project shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis, the City of Yuma Construction Standard Detail Drawings – 2009 edition [details], the City of San Luis Supplemental to the MAG Uniform Standard Specifications and Details for Public Works Construction and the City of Yuma Construction Standard Detail Drawings, except as otherwise required by the Plans and Special Provisions;

Understands that this proposal for construction of this project shall be submitted with a proposal guarantee of cash, certified check, cashier's check or bid surety bond for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of Notice of Award, from the City of San Luis, Arizona, Bidder will execute the contract documents within 10 (Ten) calendar days;

Understands that the work shall commence on day 1 of the Contract Time and be completed within **120** from the date of Notice to Proceed.

☐ Please confirm

*Response required

Bid Surety Bond*
Please download the below documents, complete, and upload.

- Bid_Surety_Bond.pdf

*Response required

Non-Collusion Affidavit*
Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

*Response required

Bidders Participation Subcontractors and Suppliers List*
Please download the below documents, complete, and upload.

- Bidders_Participation_Subco...

*Response required

Certificate of Insurance*
Please upload your Certificate of Insurance.

*Response required

BID SCHEDULE

Bid No	Item Description	Quantity	Unit of Measure	Unit Cost	Total
1	Remove Existing Asphalt (Any thickness)	4,779	SY		
2	Remove Existing Concrete Curb (Any Type)	1,172	LF		
3	Remove Sidewalk, Driveway, and Slab (Flat Work)	611	SY		
4	Remove and Relocate Existing Street Sign	1	EA		
5	Relocate Existing Private Farm Wire and T-Post Fencing	1	LS		
6	Obliterate Existing Pavement Marking	1	LS		

Bid No	Item Description	Quantity	Unit of Measure	Unit Cost	Total
7	Remove and Relocate Existing Road Closed Barricades	1	LS		
8	Asphalt Pavement Section No. 1 (3" AC / 8" ABC)	7,913	SY		
9	Vertical Curb and Gutter / 4" ABC (City of Yuma Std 3-060)	1,338	LF		
10	Rolled Curb and Gutter / 4" ABC (City of Yuma Std 3-070)	10	LF		
11	Sidewalk (City of Yuma Std 3-135)	7,109	SF		
12	Sidewalk Ramp (City of Yuma Std 3-145)	1,370	SF		
13	Cross Gutter and Apron (City of Yuma Std 3-085, 3-090)	2,942	SF		
14	Vertical Curb and Gutter to Roll Curb and Gutter Transition/ 4" ABC	8	EA		
15	Adjust Existing Sewer Cleanout with new Frame and Cover (City of Yuma Std 6-005)	1	EA		
16	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-075, 5-100)	11	EA		
17	Survey Monument (City of Yuma Std 4 -030)	3	EA		
18	Adjust Existing Sewer Manhole with New Frame & Cover, Repair Manhole Base Lining, Repair Top 4' and Bottom 4' of Manhole Cone/Shaft Lining (City of Yuma Std 6-020, 6-025)	4	EA		
19	Spillway With Riprap	1	EA		
20	4' Dia. Stormwater Manhole (City of Yuma Std 6-020, No T-Lock Liner)	1	EA		

Bid No	Item Description	Quantity	Unit of Measure	Unit Cost	Total
21	Concrete Inlet Headwall Structure (Detail 1, Sheet D-1)	1	EA		
22	12" Dia. SDR-35 PVC Storm Drain	382	LF		
23	Pavement Marking, 12" Solid White Thermoplastic (12SW)	29	LF		
24	Pavement Marking, 8" Solid White Thermoplastic (8SW)	415	LF		
25	Pavement Marking, 6" Solid White Thermoplastic (6SW)	3,023	LF		
26	Pavement Marking, 6" Solid Double Yellow Thermoplastic (6SDY)	1,316	LF		
27	Pavement Marking, 6" Combination Yellow Thermoplastic (6CY)	1,434	LF		
28	Pavement Marking, Left Arrow - White Thermoplastic	2	EA		
29	Fire Hydrant Street Marker (City of Yuma Std 5-160, 5-165)	8	EA		
30	No Parking Any Time Sign, Right Arrow With Post (MUTCD R7-1R, 12"x18")	5	EA		
31	No Parking Any Time Sign, Left Arrow With Post (MUTCD R7-1L, 12"x18")	4	EA		
32	Bike Lane Ends Sign, (MUTCD R3-17, 24"x36", R3-17BP, 24"x18")	1	EA		
33	Bike Lane Sign, (MUTCD R3-17, 30"x24")	10	EA		
34	Bike Lane - No Parking Sign, (MUTCD R7-9A, 12"x18")	4	EA		
35	Storm Water Pollution Prevention Plan	1	LS		
36	Maintenance and Protection of Traffic	1	LS		

Bid No	Item Description	Quantity	Unit of Measure	Unit Cost	Total
37	Construction Staking	1	LS		
38	Material Testing	1	LS		
TOTAL					

CITY INSURANCE REQUIREMENTS

The following are the minimum required under the Contract. Greater amounts may be required by law or regulation. Any insurance proceeds in excess of the lmits and coverage required in this Contract and which is applicable to a given loss will be available to the City. These limits required by the Contract do not limit the Contractor's liability under the indemnification provisions of the Contract.

Contractor's Obligation

The Contractor shall secure and maintain, at the Contractor's expense, until the Final Completion of the Project, general liability and property insurance as shall protect the Contractor and the City from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this Contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Any coverage maintained by the City shall not contribute to any claims arising from the Contractor's performance of this Contract. The Contractor shall file these certificates with City of San Luis within ten (10) days of execution of this Contract and prior to engaging in any operation or activities set forth in this AGREEMENT. The foregoing insurance policies shall provide that no cancellation, major change in coverage, or expiration by the insurance company or the insured.

General Liability Coverage

Contractor shall have general liability coverage on a per occurrence, and in comprehensive form. General liability coverage shall include Products, Completed Operations, Products Liability, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury. General Liability coverage shall include and eliminate the exclusion for property under the care, custody, and control of the Contractor.

Coverage Amounts

Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer's Liability

A. Each Accident $100,000

B. Disease for Each Employee $100,000

C. Disease Policy Limit $250,000

Contractors General Liability

A. General Aggregate $6,000,000

B. Products-Completed Operations Aggregate $2,000,000

C. Each Occurrence (Bodily Injury and Property Damage) $6,000,000

D. Personal Injury and Advertising Injury $2,000,000

1. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages.

Automobile Liability

A. Bodily Injury:

1. Each Person $1,000,000

2. Each Accident $1,000,000

B. Property Damage

1. Each Accident $1,000,000

C. Combined Single Limit $1,000,000

Contractual Liability

A. Bodily Injury:

1. Each Accident $2,000,000

2. Annual Aggregate $2,000,000

B. Property Damage:

1. Each Accident $2,000,000

2. Annual Aggregate $2,000,000

3. Each Accident $2,000,000

4. Annual Aggregate $2,000,000

Professional Liability Errors and Omissions $1,000,000

Additional Provisions

A. Additional Insured: Contractor shall name the **City of San Luis, Arizona (an Arizona municipal corporation) and its elected officials, officers, agents, as "Additional Insureds**" on all insurance policies, except Worker's Compensation and Errors and Omissions, and this shall be reflected on the

Certificate(s) of Insurance, with corresponding endorsement relative to the additionally insured indemnification. Contractor shall name the City of San Luis as certificate holder.

B. Cancellation Notice of Material Change of Coverage: The Contractor shall keep all policies in force for the duration of the Contract and any possible extension thereof. Contractors' required insurance shall be endorsed to provide that the policies will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the City of San Luis Public Workers Department.

C. Certificate(s) of Insurance: Certificates of Insurance shall be Project-specific. Prior to commencing work under the Contract, Certificates of Insurance shall be submitted and approved by the City. Contractor is responsible for obtaining Certificates of Insurance, establishing that the Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificates of Insurance shall be forwarded to the City Risk Manager for review and filing. Failure of the City to demand such Certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from the evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. City shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project Site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.

D. Rating of Insurance Companies: Any and all insurance companies supplying coverage to the Contractor shall be approved to write insurance in the State of Arizona and must possess no less than an "A" rating in accordance with the A.M. Best rating guide.

E. Deductible: Contractor shall be solely responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City of San Luis. The City of San Luis, at its option, may require the Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, the Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use by unauthorized persons.

G. Personal Property: In the event that materials or any other type of personal property are acquired for the Project or delivered to the Project site, the Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism, and use by unauthorized persons. Contractor shall maintain "all risk" insurance on a replacement cost

basis, covering loss or damage to personal property (for which it has title and/or risk of loss), which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. City and its officials, officers, employees, and agents shall be named as additional insured under such insurance.

H. Waiver of Subrogation: City and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.

I. Right to Require Higher Limits: City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in the City's opinion, operations by or on behalf of the Contractor create higher-than-normal hazards and to require the Contractor to name additional parties in interest to be Additional Insureds.

J. Waiver of Requirements: The City Manager, in consultation with the City Risk Manager and/or City Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the City.

GENERAL CONDITIONS OF THE CONTRACT

SECTION 1 - Bidders Participation Subcontractors and Suppliers List

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

SECTION 2 - GENERAL DEFINITIONS

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

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

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

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

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

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

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

2.8 Contractor - The person or corporation with whom the City has entered into a contract for construction-related work or services related to the Project at issue. As used in these General Conditions, the term Contractor includes CM@Risk and JOC under contract with the City to provide pre-construction and/or construction services.

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

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

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

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

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

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

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

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

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

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

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

2.20 Project Manager - The Project Manager designated in Article 1 of the Contract, or any successor Project Manager the City designates. The Project Manager has the authority to act on behalf of the City, as delineated and limited by the Contract Documents and applicable law. The City shall communicate with the Contractor through the Project Manager. However, the Project Manager has no authority to bind the City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

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

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

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

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

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

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

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

2.28 Subcontractor - An individual or firm having a direct contract with the Contractor or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which Contractor is responsible.

Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

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

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

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

a. performing or furnishing labor;

b. furnishing and incorporating materials, resources, and equipment into the construction; and

c. performing or furnishing services and documents as required by the Contract Documents for the construction phase.

SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

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

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

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

3.4 The above standard specifications and details may be viewed and downloaded at the City of San Luis website: https//www.sanluisaz.gov/DocumentCenter/Index/268. **3.5** The City may require particular sections of the revisions of the MAG Specifications and Standard Details after the 2015 revision that the City adopted.

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

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

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 General

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

generally accepted engineering principles and construction management and construction contracting practices.

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

4.1.3 Pursuant to A.R.S. § 41-4401, the Contractor warrants to the City that the Contractor and all its Subcontractors are in compliance and will comply with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). The Contractor acknowledges that a breach of this warranty by the Contractor or any of its Subcontractors is a material breach of this Contract subject to penalties up to and including termination of the Contract or any subcontract. The City retains the legal right to inspect the papers of any employee related to this statute and of the Contractor or any Subcontractor who works on this Contract to ensure compliance with this warranty. The City may conduct random verification of the Contractor's employment records and any of its Subcontractors' employment records to ensure compliance with this warranty. The City will not consider the Contractor or any of its Subcontractors in material breach of the foregoing warranty if the Contractor and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A). The provisions of this Section must be included in any agreement the Contractor enters into with its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a contractor or Subcontractor. Services include construction or maintenance of any structure, building, or transportation facility or improvement to real property. Breach of this warranty shall constitute a material breach of the contract and shall subject the Contractor to penalties, including termination of the Contract at the sole discretion of the City.

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

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

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

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

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

4.3 Pre-Construction Conference

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

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

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

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

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

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

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

4.4.5 In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the Project site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations, or dimensions shall be promptly rectified by the Contractor without any increase in the Contract Price. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City.

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

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

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

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

4.5 Control of the Project Site

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

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

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

4.6 Project Safety

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

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

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

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

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

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

4.7 Materials Quality, Substitutions, and Shop Drawings

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

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

4.7.3 Long Lead Time Items. The Contractor shall submit shop drawings, as required by the Project Engineer, on all long lead items to be furnished and installed as part of the Project within ten (10) days after execution of the Contract. In addition, the Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved shop drawings. For all long lead times for which shop drawings are not required, the Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, the Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.8 Project Record Documents

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

4.9 Warranty and Correction of Defect Work

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

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

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

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

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

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

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

SECTION 5 - CITY'S RESPONSIBILITIES

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

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

SECTION 6 - CONTRACT TIME

6.1 Contract Time

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

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

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

6.2 Project Schedule

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

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

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

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

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

6.2.6 Critical Path Method (CPM)

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

each activity, and identifying the Critical Path.

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

6.2.7 Float Time

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

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

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

6.3 Final Completion and Final Acceptance

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

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

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

6.4 Liquidated Damages

6.4.1 The Contractor acknowledges and agrees that if the Contractor fails to obtain Final Completion of the Work within the Contract Time, the City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the City and the Contractor agree that if Contractor fails to achieve Final Completion of the Work within the

Contract Time, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the applicable dollar sum amount in Subsection 108.9 of the 2016 City of San Luis Supplement to the 2015 MAG Uniform Standard Specification for Public Works Construction per calendar day, commencing from the Completion Date required under the Contract until the actual date of the Final Completion of the Work.

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

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

SECTION 7 - CONTRACT PRICE

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

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

SECTION 8 - PAYMENT

8.1 Payment for Construction Services

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

8.1.2 The City shall retain ten percent (10%) of all progress payments as insurance of proper performance of the Contract or, at the option of the Contractor, a substitute security may be provided by the Contractor in an authorized form approved by the City. The Contractor is entitled to all interest from any such substitute security.

8.1.3 When the Contract is fifty percent (50%) completed, one-half of the amount retained or securities substituted shall be paid to the Contractor upon the Contractor's request, provided the Contractor is making satisfactory progress on the Contract. There is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments made under the Contract shall be retained, providing the Contractor is making satisfactory progress on the Project. If at any time the City

determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the Contract subsequent to the determination.

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

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

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

8.2 Final Payment Subject to all of the City's rights to withhold or offset payment and other rights under the Contract, Final Payment, including remaining retainage, shall be paid only after:

(i) The Work has been fully completed (including completion of all incorrect or incomplete work items), and the City has issued the written Final Acceptance;
(ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings (including the Building Information Model, if required by the Contract Documents), plans, and specifications have been delivered to City;
(iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to the City;
(iv) all conditions and requirements imposed by the City or any financing entity for the corresponding disbursement have been met; and

(v) the Contractor delivers to the City a Contractor Payment Request Form requesting Final Payment.

8.3 The City's Right to Withhold Payment The City may withhold payment to such extent as may be necessary in the City's opinion to protect the City from loss for which the Contractor is responsible, including, without limitation:

(i) Defective Work not remedied;
(ii) Third-party claims filed or reasonable evidence indicating probable filing of such claims unless Contractor provides security acceptable to the City;
(iii) Failure of Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;
(iv) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
(v) Damage to the City or another Contractor or any third party for which the Contractor may have an obligation under Article 12 of the General Conditions;
(vi) Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
(vii) Persistent failure to carry out the Work in accordance with the Contract Documents.

8.4 Joint/Direct Checks Payments to the Contractor may be made by checks payable jointly to the Contractor and its employees, agents, Subcontractors, and Suppliers, or any of them. When in the sole opinion of the City, it is advisable, payments may be made directly to the Contractor's Subcontractors. Any amount so paid shall be deducted from the amounts owed to the Contractor under this Contract.

8.5 Payment Not A Waiver No payment (nor use or occupancy of the Project by the City) shall be deemed Acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of the City.

8.6 Liens and Bond Claims The Contractor shall make all payments, in the time required, of all labor and materials furnished to the Contractor in the course of the Work and shall promptly furnish evidence of such payments as the City may require. The Contractor shall pay when due all claims arising out of the performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City, against payment due from City to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract. The Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claims. In addition, the Contractor agrees to defend, indemnify, and hold harmless the City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed by Contractor. The obligations under this Section 8.4 survive termination of this Contract.

8.7 Financial Record Keeping and City's Audit Right

8.7.1 Records for all Contracts between the City and the Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.7.2 The City, its authorized representative, and/or the appropriate agency reserve the right to audit the Contractor's records in compliance with local, state, or federal policies, statutes, or at the City's discretion within three (3) years of Final Acceptance of the Work.

SECTION 9 - CHANGES TO THE CONTRACT

9.1 Extra Work/Changes in the Work

9.1.1 The City reserves the right to make such changes in the plans and specifications for the Work as it may deem appropriate. Any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated into this Contract.

9.1.2 The Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by the City, has been executed by the City prior to starting the additional work.

9.1.3 Any agreement that modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager and approved by the San Luis City Council if necessary. Once properly executed by both Parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

9.2 Accuracy of Change Order Pricing Information Signature by the contracting Parties shall constitute full accord and satisfaction between the City and the Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact, or acceleration damages, which may be occasioned by a Change Order or other modification of the Contract, the Parties agreed to in writing.

SECTION 10 - TERMINATION

10.1 Termination by the City for Cause

10.1.1 If, for any reason, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract Documents, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of the termination. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the Contractor under this Contract, shall, at the option of the City, become the City's property. The Contractor shall be entitled to receive just and equitable compensation for any Work satisfactorily completed under this Contract.

10.1.2 Notwithstanding Section 10.1.1, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City

may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

10.2 Termination by the City for Convenience The City may also terminate the Contract at any time for its convenience upon seven (7) business days' written notice to the Contractor specifying the termination date. In the event of termination, which is not the fault, in whole or in part, of the Contractor, the City shall pay to the Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from the City to the Contractor.

10.3 A.R.S. § 38-511 and Other Statutory Requirements This Contract is subject to and may be terminated by the City in accordance with the conflict provisions of A.R.S. § 38-511. The Contractor certifies, to the extent permitted by law, that it is not currently engaged in and agrees that for the duration of this Contract, it will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35- 393. The Contractor certifies, to the extent permitted by law, that it does not currently, and agrees for the duration of this Contract, it will not use the forced labor of the ethnic Uyghurs in the People's Republic of China, nor use any goods or services produced by them, nor use any Contractors, Subcontractors, or Suppliers that use them. If the Contractor becomes aware during the term of this Contract that the Contractor is not in compliance with this certification, it shall follow the notice procedures in A.R.S. § 35- 393.

10.4 Non-Appropriation The City is a government agency that relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City determines that it does not have funds to meet its obligations under the Contract, the City shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

10.5 Limited Liability Under no circumstances shall the City have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed or for any future or anticipated profits, recovery, damages, expenses, or losses.

SECTION 11 - BONDS

11.1 Bonds and Other Performance Security

11.5.1 Prior to the execution of the Contract, the Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.5.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.5.3 The bonds shall be made payable and be acceptable to the City. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, et seq.

11.5.4 All bonds submitted for this Project shall be provided by a company that has been rated AM Best rating of B++6 or better for the prior four (4) quarters by the latest edition of the *Results Best's Key Rating Guide (Property/Casualty)*" published by the A.M. Best Company.

11.5.5 Personal or individual bonds are not acceptable.

SECTION 12 - INDEMNIFICATION

12.1 To the fullest extent permitted by law, the Contractor, its successors, and assigns shall defend, indemnify, and hold harmless the City and its elected officials, officers, employees, and agents from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. The Contractors' duty to defend, indemnify, and hold harmless the City and its agents, representatives, officers, elected officials, and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, expert fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

12.2 The Contractor shall also defend, indemnify, and hold harmless the City, any jurisdiction or agency issuing permits for any work involved in the Project and their consultants and each of their officers, officials, employees, representatives, directors, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

12.3 The indemnified party shall have the right to approve the legal counsel selected by the Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

12.4 The defense, indemnification, hold harmless provisions, and City's Liability Insurance set forth herein shall survive any termination of the Contract.

SECTION 13 - DISPUTE RESOLUTION

13.1 **Informal Dispute Resolution** The Parties to the Contract agree that time is of the essence in relation to the performance of the Contract and completion of the Project. Therefore, any and all disputes in relation to the Contract will initially be referred to the City Project Manager and Contractor Project Manager, as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

13.2 **Dispute Resolution Representative (DRR) Process** 1.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project that are not resolved in the ordinary course of the Project ("Claim or Claims") shall, as a prerequisite to any mediation or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

13.2.2 The DRR Process shall be initiated through the service of a DRR Notice as set forth below:

(i) For claims by the Contractor, the DRR Process shall be initiated by the party asserting the claim serving written notice on the City setting forth in detail:

(a) the basis for the claim;
(b) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project;
(c) the specific relief requested, the amount thereof, and how such was calculated;
(d) the parties involved in the Claim and how they are involved;
(e) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and
(f) efforts made to date to resolve the Claim.

(ii) For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested. (iii) The DRR Notice shall be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

13.2.3 The other parties shall respond in writing to the DRR Notice ("DRR Response") within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

13.2.4 The designated Dispute Resolution Representatives for the parties to the claim shall then meet as soon as possible and, in any event, within twenty (20) calendar Days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

13.2.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

13.2.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

13.2.7 Unless otherwise designated in a written notice to the other parties, the Project Manager, the representatives of the Contractor, and of the Design Professional shall act as the parties' designated Dispute Resolution Representatives.

13.2.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing. The resolution shall be signed by the Parties' designated Dispute Resolution Representatives. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

13.3 Mediation

13.3.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under 13.2.4 or after the DRR is terminated pursuant to 13.2.5 above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.

13.3.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar Days of the written demand, either party may make a request to the Civil Presiding Judge of the Yuma County Superior Court to appoint a mediator. The mediation shall occur within forty (40) calendar Days of the written demand for mediation unless the parties agree, in writing, to a longer period of time.

13.3.3 The qualifications for the mediator shall be that the mediator be:

(i) an experienced mediator, arbitrator, or litigator of construction disputes; and
(ii) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

13.3.4 Each party shall provide to the other party and the mediator all of the information and documentation required under 13.2.2 and 13.2.3 above, together with any additional information and documentation that the party believes relevant. In addition, the parties shall exchange and provide to the mediator such additional memoranda, information, and/or documentation, as the mediator may request, and in the form and at such times as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in San Luis, Arizona unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction over the dispute.

13.4 Arbitration

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then-current Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") but not administrated or conducted by the AAA. The arbitration shall be held in Yuma County, Arizona, utilizing a single arbitrator selected by the parties unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed or before the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction-related practice and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation, or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than $250,000, no discovery other than the exchange of documents, designation of witnesses, and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims) and no more than three (3) depositions and one (1) expert per issue per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Contract shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when the applicable statute of limitations would bar institution of legal or equitable proceedings based on such Claim.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final, and judgment may be entered upon the award in the Arizona Superior Court.

SECTION 14 - MISCELLANEOUS PROVISIONS

14.1 Assignment Neither the Contractor nor the City shall, without the written consent of the other, assign, transfer, or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents. Any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.2 Governing Law and Venue. In the performance of the Contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, Yuma County, and the City, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county, or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Arizona,

including choice of law and conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Yuma County, Arizona. Both Parties consent to jurisdiction and venue in such court for such purposes. The Party prevailing in any such action or other proceeding to resolve a dispute shall be paid all reasonable costs, reasonable expert services fees, and reasonable attorney's fees by the other Party. In the event any judgment is secured by said prevailing Party, all such costs, expert fees, and attorney's fees shall be included in the judgment, such fees to be set by the court and not by jury.

14.3 San Luis Business License The General Contractor and sub-contractors shall obtain a San Luis Business License before commencing Work.

14.4 Survival All warranties, representations, and indemnifications by Contractor shall survive the completion or termination of this Contract.

14.5 No Waiver The failure of either Party to enforce any of the provisions of the Contract Documents or to require the performance of the other Party of any of the provisions under this Contract shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part of them, or the right of either Party to thereafter enforce each and every provision. Unless otherwise specifically agreed to in writing by both Parties, any consent to delay in the Contractor's performance of its obligation is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

14.6 Project Communications

14.6.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract.

14.6.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative. However, e-mail communications are not binding upon the City. E-mail communications cannot change the terms of the Contract or the scope of work or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

14.7 Independent Contractor The parties intend that this Contract will create an independent contractor relationship and not an employer-employee relationship. The City is interested only in the results to be achieved, and the conduct and control of the performance of the services contemplated under this Contract will be solely with the Contractor. Contractor's employees, agents, and Subcontractors shall not be considered to be employees or agents of the City for any purpose. They shall not be entitled to any of the benefits the City provides for its employees. The Contractor shall furnish at its own expense all materials and equipment necessary to carry out the terms of this Contract.

14.8 No Partnership Nothing in this Contract constitutes a partnership, joint venture or similar arrangement between the Parties. Neither Party is the principal or agent of the other.

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

14.10 ***Force Majeure*** If the Contractor or the City or both are prevented or materially restricted from performing any of their obligations under this Contract by an event of *force majeure*, then the obligations of each Party shall be suspended or reduced to the extent made necessary by the event. As used in this section, "*force majeure*" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. *Force majeure* events include but are not limited to natural disasters, fire, flood, explosions, strikes (or labor disputes) over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars, public health emergencies, or material changes in applicable business laws (including but not limited to through statutes, regulations, executive orders, or emergency declarations and proclamations).

14.11 **Notices** The notices under this Contract shall be validly given and fully received when in compliance with all of the following:

(i) In writing,
(ii) Delivered or refused delivery,
(iii) By personal delivery, or by major commercial delivery courier service which requires a signature of the recipient, or by registered or certified United States Postal Service mail, return receipt requested with the signature of the recipient, postage prepaid to the addresses in the first paragraph of this Contract.

14.11.2 Either Party may designate in writing and deliver notice of a different address in the same way as above. Any such change of address notice shall be delivered at least ten (10) Days before the date on which the change is to become effective.

14.11.3 Notices for delivery to the City shall be to the attention of the Public Works Director, copies to the City Manager, City Attorney, and City Clerk.

14.12 **Severability** If any terms, parts, or provisions of this Contract are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

14.13 **Entire Agreement** This Contract (including the incorporated documents) contains the entire agreement between the Parties, and no oral or written statement, promise, or inducement made by either Party or its agents not contained or specifically referred to in this Contract is valid or binding. All modifications to this Contract must be in writing, signed, and endorsed by the Parties.

14.14 **Headings** The headings of this Contract are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

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

City of San Luis

Procurement

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1090 E Union Street, San Luis, AZ 85349

EVALUATION TABULATION

RFP No. 2026-RFP-00000003

Merrill Avenue Improvements - County 22nd Street to Los Oros Street Phase 2

RESPONSE DEADLINE: April 7, 2026 at 3:00 pm

Report Generated: Wednesday, April 8, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Gutierrez Canales Engineering, PC	$898,656.99
DPE Construction	$975,000.00
Accurate Excavation of Arizona, LLC.	$1,393,675.50

TABLE 1

					Accurate Excavation of Arizona, LLC.		DPE Construction		Gutierrez Canales Engineering, PC	
Selected	Bid No	Item Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Existing Asphalt (Any thickness)	4779	SY	$28.00	$133,812.00	$7.00	$33,453.00	$12.75	$60,932.25
X	2	Remove Existing Concrete Curb (Any Type)	1172	LF	$25.00	$29,300.00	$17.00	$19,924.00	$13.00	$15,236.00
X	3	Remove Sidewalk, Driveway, and Slab (Flat Work)	611	SY	$22.00	$13,442.00	$55.00	$33,605.00	$26.00	$15,886.00

					Accurate Excavation of Arizona, LLC.		DPE Construction		Gutierrez Canales Engineering, PC	
Selected	Bid No	Item Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	4	Remove and Relocate Existing Street Sign	1	EA	$1,000.00	$1,000.00	$1,250.00	$1,250.00	$280.00	$280.00
X	5	Relocate Existing Private Farm Wire and T-Post Fencing	1	LS	$4,000.00	$4,000.00	$2,800.00	$2,800.00	$9,722.00	$9,722.00
X	6	Obliterate Existing Pavement Marking	1	LS	$4,250.00	$4,250.00	$3,000.00	$3,000.00	$2,520.00	$2,520.00
X	7	Remove and Relocate Existing Road Closed Barricades	1	LS	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$2,730.00	$2,730.00
X	8	Asphalt Pavement Section No. 1 (3" AC / 8" ABC)	7913	SY	$85.00	$672,605.00	$50.00	$395,650.00	$45.00	$356,085.00
X	9	Vertical Curb and Gutter / 4" ABC (City of Yuma Std 3-060)	1338	LF	$28.00	$37,464.00	$33.00	$44,154.00	$23.50	$31,443.00
X	10	Rolled Curb and Gutter / 4" ABC (City of Yuma Std 3-070)	10	LF	$500.00	$5,000.00	$480.00	$4,800.00	$23.50	$235.00

					Accurate Excavation of Arizona, LLC.		DPE Construction		Gutierrez Canales Engineering, PC	
Selected	Bid No	Item Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Sidewalk (City of Yuma Std 3-135)	7109	SF	$9.50	$67,535.50	$8.50	$60,426.50	$7.00	$49,763.00
X	12	Sidewalk Ramp (City of Yuma Std 3-145)	1370	SF	$24.00	$32,880.00	$20.00	$27,400.00	$12.64	$17,316.80
X	13	Cross Gutter and Apron (City of Yuma Std 3-085, 3-090)	2942	SF	$21.00	$61,782.00	$18.00	$52,956.00	$12.00	$35,304.00
X	14	Vertical Curb and Gutter to Roll Curb and Gutter Transition/ 4" ABC	8	EA	$1,500.00	$12,000.00	$1,200.00	$9,600.00	$100.00	$800.00
X	15	Adjust Existing Sewer Cleanout with new Frame and Cover (City of Yuma Std 6-005)	1	EA	$2,850.00	$2,850.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00
X	16	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-075, 5-100)	11	EA	$1,275.00	$14,025.00	$950.00	$10,450.00	$1,000.00	$11,000.00
X	17	Survey Monument (City of Yuma Std 4-030)	3	EA	$910.00	$2,730.00	$1,500.00	$4,500.00	$500.00	$1,500.00

					Accurate Excavation of Arizona, LLC.		DPE Construction		Gutierrez Canales Engineering, PC	
Selected	Bid No	Item Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	18	Adjust Existing Sewer Manhole with New Frame & Cover, Repair Manhole Base Lining, Repair Top 4' and Bottom 4' of Manhole Cone/Shaft Lining (City of Yuma Std 6-020, 6-025)	4	EA	$2,400.00	$9,600.00	$5,000.00	$20,000.00	$5,040.00	$20,160.00
X	19	Spillway With Riprap	1	EA	$25,000.00	$25,000.00	$8,500.00	$8,500.00	$7,336.00	$7,336.00
X	20	4' Dia. Stormwater Manhole (City of Yuma Std 6-020, No T-Lock Liner)	1	EA	$15,000.00	$15,000.00	$18,000.00	$18,000.00	$15,348.00	$15,348.00
X	21	Concrete Inlet Headwall Structure (Detail 1, Sheet D-1)	1	EA	$25,000.00	$25,000.00	$23,643.00	$23,643.00	$38,920.00	$38,920.00
X	22	12" Dia. SDR-35 PVC Storm Drain	382	LF	$180.00	$68,760.00	$100.00	$38,200.00	$131.00	$50,042.00
X	23	Pavement Marking, 12" Solid White Thermoplastic (12SW)	29	LF	$100.00	$2,900.00	$21.00	$609.00	$21.00	$609.00

					Accurate Excavation of Arizona, LLC.		DPE Construction		Gutierrez Canales Engineering, PC	
Selected	Bid No	Item Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	24	Pavement Marking, 8" Solid White Thermoplastic (8SW)	415	LF	$5.00	$2,075.00	$8.50	$3,527.50	$8.40	$3,486.00
X	25	Pavement Marking, 6" Solid White Thermoplastic (6SW)	3023	LF	$5.00	$15,115.00	$3.00	$9,069.00	$2.80	$8,464.40
X	26	Pavement Marking, 6" Solid Double Yellow Thermoplastic (6SDY)	1316	LF	$5.00	$6,580.00	$5.00	$6,580.00	$4.90	$6,448.40
X	27	Pavement Marking, 6" Combination Yellow Thermoplastic (6CY)	1434	LF	$5.00	$7,170.00	$4.50	$6,453.00	$4.21	$6,037.14
X	28	Pavement Marking, Left Arrow - White Thermoplastic	2	EA	$500.00	$1,000.00	$350.00	$700.00	$280.00	$560.00
X	29	Fire Hydrant Street Marker (City of Yuma Std 5-160, 5-165)	8	EA	$150.00	$1,200.00	$75.00	$600.00	$28.00	$224.00

					Accurate Excavation of Arizona, LLC.		DPE Construction		Gutierrez Canales Engineering, PC	
Selected	Bid No	Item Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	30	No Parking Any Time Sign, Right Arrow With Post (MUTCD R7-1R, 12"x18")	5	EA	$650.00	$3,250.00	$500.00	$2,500.00	$420.00	$2,100.00
X	31	No Parking Any Time Sign, Left Arrow With Post (MUTCD R7-1L, 12"x18")	4	EA	$650.00	$2,600.00	$500.00	$2,000.00	$420.00	$1,680.00
X	32	Bike Lane Ends Sign, (MUTCD R3-17, 24"x36", R3-17BP, 24"x18")	1	EA	$650.00	$650.00	$650.00	$650.00	$560.00	$560.00
X	33	Bike Lane Sign, (MUTCD R3-17, 30"x24")	10	EA	$650.00	$6,500.00	$500.00	$5,000.00	$476.00	$4,760.00
X	34	Bike Lane - No Parking Sign, (MUTCD R7-9A, 12"x18")	4	EA	$650.00	$2,600.00	$500.00	$2,000.00	$420.00	$1,680.00
X	35	Storm Water Pollution Prevention Plan	1	LS	$12,000.00	$12,000.00	$16,500.00	$16,500.00	$7,028.00	$7,028.00
X	36	Maintenance and Protection of Traffic	1	LS	$30,000.00	$30,000.00	$32,000.00	$32,000.00	$42,196.00	$42,196.00
X	37	Construction Staking	1	LS	$35,000.00	$35,000.00	$45,000.00	$45,000.00	$49,665.00	$49,665.00

					Accurate Excavation of Arizona, LLC.		DPE Construction		Gutierrez Canales Engineering, PC	
Selected	Bid No	Item Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	38	Material Testing	1	LS	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$19,600.00	$19,600.00
Total						$1,393,675.50		$975,000.00		$898,656.99

CITY OF SAN LUIS
MERRILL AVENUE IMPROVEMENTS
COUNTY 22ND STREET TO LOS OROS STREET
- PHASE 2

(CDBG CONTRACT # 108-26)

Mayor
NIEVES RIEDEL

Vice-Mayor
JAVIER VARGAS

City Council
LUIS E. CABRERA
MARIA CECILIA CRUZ
TADEO AZAEL DE LA HOYA
ESTEBAN C. ROSALES
LIZETH SERVIN

City Manager
JENNY TORRES

Director of Public Works
EULOGIO VERA, P.E.

City Engineer
TOMAS SANCHEZ, P.E.

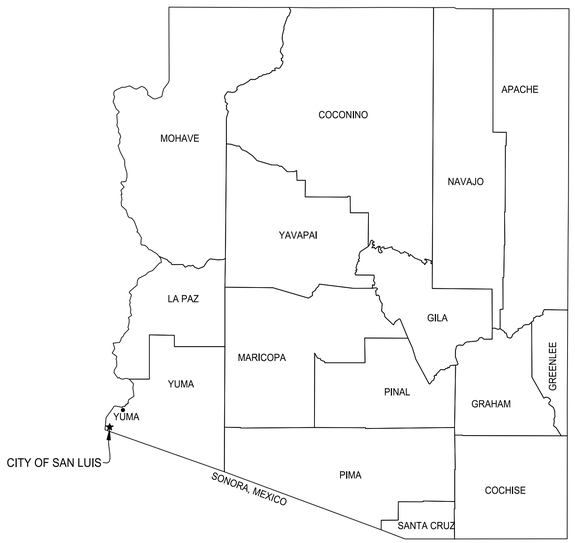
CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
Yuma, AZ 85364
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www.CoreEngineeringGroup.com
Core@core-e-g.com
Core Project No. 26-032

PREPARED BY:
JAMES DAVEY AND ASSOCIATES
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YUMA, AZ 85364
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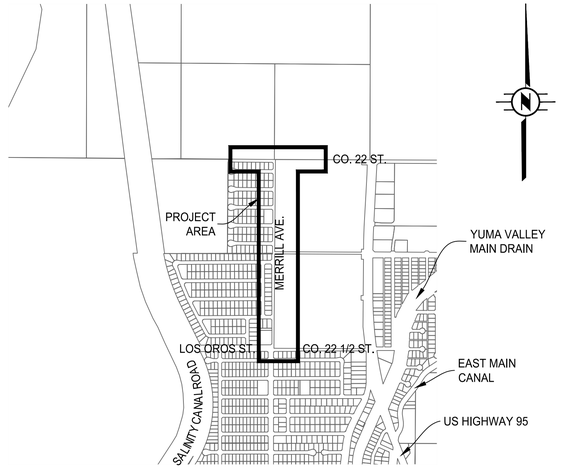
CSL-31

MERRILL AVENUE IMPROVEMENTS - CO. 22ND ST. TO LOS OROS ST. - PHASE 2 (CDBG CONTRACT # 108-26)

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LOCATION MAP
NTS



PROJECT VICINITY MAP
NTS

SHEET INDEX

SHEET NUMBER:	*TITLE:*
T-1	COVER SHEET
G-1	PROJECT LOCATION, VICINITY MAP, KEY MAP, & GENERAL NOTES
G-2	LEGEND, ABBREVIATIONS, & PAVEMENT SECTIONS
R-2	TOPOGRAPHIC SURVEY AND REMOVALS - STA 23+50 TO STA 27+50
R-3	TOPOGRAPHIC SURVEY AND REMOVALS - STA 27+50 TO STA 36+50
R-4	TOPOGRAPHIC SURVEY AND REMOVALS - STA 36+50 TO STA 38+00
	TOPOGRAPHIC SURVEY AND REMOVALS - STA 49+00 TO STA 54+50
P-4	PLAN AND PROFILE - STA 23+50 TO STA 27+50
P-5	PLAN AND PROFILE - STA 27+50 TO STA 32+00
P-6	PLAN AND PROFILE - STA 32+00 TO STA 36+50
P-7	PLAN AND PROFILE - STA 36+50 TO STA 38+00
	PLAN AND PROFILE - STA 50+00 TO END PROJECT
D-1	HEADWALL DETAILS
X-2	CROSS SECTION
PM-2	HEADWALL DETAILS
PM-2	PAVEMENT MARKING AND SIGNING - STA 23+50 TO STA 27+50
PM-3	PAVEMENT MARKING AND SIGNING - STA 27+50 TO STA 36+50
PM-4	PAVEMENT MARKING AND SIGNING - STA 36+50 TO STA 38+00
	- STA 46+50 TO STA 54+50

BENCHMARKS

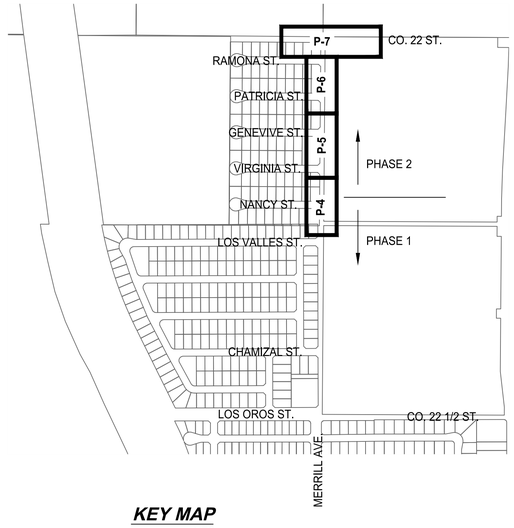
FD USD0I BRASS CAP WITH SURVEY FLAGGING AT
LEVEE ROAD ABOUT 375' SOUTH OF SAN JUAN
SANCHEZ BLVD. CENTERLINE ALIGNMENT
NORTHING = 544714.440
EASTING = 377497.450
ELEVATION = 94.01

NOTE: SEE PLAN SHEETS P-1 THROUGH P-7 FOR
ADDITIONAL FOUND SURVEY MONUMENTS

GENERAL NOTES

1. UTILITY LOCATIONS ARE APPROXIMATE ONLY. CONTRACTOR SHALL VERIFY EXISTENCE, LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO TRENCHING. CONTRACTOR SHALL PROTECT ALL UTILITIES IN PLACE UNLESS OTHERWISE SPECIFIED IN THE PLANS. CALL ARIZONA 811-1-800-STAKE-IT AT LEAST 48 HRS PRIOR TO EXCAVATION.

2. NOT ALL STANDARD DRAWINGS ARE INCLUDED HEREIN. STANDARD DRAWINGS LISTED BUT NOT SHOWN ARE INCLUDED BY REFERENCE.



KEY MAP
NTS

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com
CSL-31

JAMES DAVEY AND ASSOCIATES
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CITY OF SAN LUIS
MERRILL AVENUE IMPROVEMENTS
CO. 22ND ST. TO LOS OROS ST. - PHASE 2
PROJECT LOCATION,
VICINITY MAP, & KEY MAP

Registered Professional Engineer (Civil)
CERTIFICATE NO.
20902
JAMES V. DAVEY
Date Signed 03/05/2026
ARIZONA, U.S.A.

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: T.S.
DRAWN BY: R.C.
APPROVED BY: J.V.D.
SHEET G-1
MARCH 05, 2026

ABBREVIATIONS

@	AT	F.O.	FIBER OPTIC	PSF	POUNDS PER SQUARE FOOT
AB	AGGREGATE BASE	FT	FOOT, FEET	PSI	POUNDS PER SQUARE INCH
ABC	AGGREGATE BASE COURSE	FTG	FOOTING	PT	POINT, POINT OF TANGENCY
AC	ASPHALTIC CONCRETE, ALUMINUM CAP, ASBESTOS CEMENT	FWD	FORWARD	PV	PLUG VALVE, PRESSURE VALVE
				PVC	POLYVINYL CHLORIDE
		G	GAS	PVMT	PAVEMENT
ACI	AMERICAN CONCRETE INSTITUTE	GA	GAUGE	PVT	POINT OF VERTICAL TANGENCY
ACP	ASBESTOS CEMENT PIPE	GAL	GALLON		
ADDL	ADDITIONAL	GALV	GALVANIZED	Q	FLOW RATE (CFS)
ADJ	ADJACENT, ADJUSTABLE	GB	GRADE BREAK	QTY	QUANTITY
ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION	GRD	GROUND		
		GPD	GALLONS PER DAY	ROW	RIGHT OF WAY
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	GPH	GALLONS PER HOUR	R	RECORD, RIGHT, RANGE
		GPM	GALLONS PER MINUTE	RAD	RADIUS
ALUM	ALUMINUM	GSRBM	GILA & SALT RIVER BASE & MERIDIAN	RB	REBAR
ANG	ANGLE	GT, GTR	GUTTER	RC	REINFORCED CONCRETE
APPROX.	APPROXIMATE, APPROXIMATELY	GV	GATE VALVE, GAS VALVE	R.C.&G.	ROLL CURB AND GUTTER
APS	ARIZONA PUBLIC SERVICE			RCP	REINFORCED CONCRETE PIPE
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS	HC	HANDICAPPED	RD	ROAD
		HB	HOSE BIB	RED	REDUCER
AUX	AUXILIARY	HDPE	HIGH DENSITY POLYETHYLENE	REF	REFER, REFERENCE
AWWA	AMERICAN WATER WORKS ASSOCIATION	HDWL	HEADWALL	REINF	REINFORCE, REINFORCED, REINFORCING
		HGL	HYDRAULIC GRADE LINE	RGRCP	RUBBER GASKETED REINFORCED CONCRETE PIPE
		HT	HEIGHT		
BC	BRASS CAP/BACK CURB	HH	HAND HOLE	RR	RAILROAD
BEG	BEGIN, BEGINNING	HORIZ	HORIZONTAL		
BF	BLIND FLANGE, BOTTOM FACE	HP	HORSEPOWER	S	SEWER, SOUTH
BLDG	BUILDING	HWS	HIGH WATER SURFACE	SB	SOIL BORING, SOUTHBOUND
BM	BENCHMARK	HWY	HIGHWAY	SD	STORM DRAIN
BRG	BEARING			SDP	USBR SLUDGE DISPOSAL PIPELINE
BV	BALL VALVE, BUTTERFLY VALVE	ID	INSIDE DIAMETER	SE	SOUTHEAST
BVC	BEGINNING OF VERTICAL CURVE	IE	INVERT ELEVATION	SEC	SECTION
BW	BARBED WIRE	IN.	INCH	SF	SQUARE FEET
		INT	INTERIOR	SH	SHEET
C/L	CHAINLINK	INV.	INVERT	SL, ℄	SECTION LINE, SURVEY LINE, STREET LIGHT
C, CONC	CONCRETE, CENTER	IRR	IRRIGATION	SMH	SEWER MANHOLE
CATV	CABLE TELEVISION			SPEC	SPECIFICATIONS
CB	CATCH BASIN	JT	JOINT	SPEC'D	SPECIFIED
CCP	CONCRETE CYLINDER PIPE			SQ	SQUARE
CF	CUBIC FEET	L	LENGTH	SS	SANITARY SEWER
CFM	CUBIC FEET PER MINUTE	LAT	LATERAL	SST, SS	STAINLESS STEEL
CI	CAST IRON	LB	POUND	ST	STREET
CJ	CONSTRUCTION JOINT	LF	LINEAR FEET	STA	STATION
℄	CENTERLINE	LH	LEFT HAND	STD	STANDARD
CLR	CLEAR, CLEARANCE	LS	LAND SURVEYOR	STL	STEEL
CMP	CORRUGATED METAL PIPE	LT	LEFT	SW	SOUTHWEST
CMU	CONCRETE MASONRY UNITS	L/G	LIP OF GUTTER	SYMM	SYMMETRICAL
C.O.	CLEANOUT				
CO.	COUNTY	M	MEASURED	T	TANGENT, TOWNSHIP, TELEPHONE
CONST	CONSTRUCTION, CONSTRUCT	MAINT	MAINTENANCE, MAINTAIN	TB	THRUST BLOCK
CONT	CONTINUOUS	MATL	MATERIAL	TBM	TEMPORARY BENCH MARK
COORD	COORDINATE	MAX	MAXIMUM	TC	TOP OF CONCRETE, TOP OF CURB
COY	CITY OF YUMA	MB	MAIL BOX	TCE	TEMPORARY CONSTRUCTION EASEMENT
CP	CONTROL POINTS	MCC	MOTOR CONTROL CENTER	TEL	TELEPHONE
CPLG	COUPLING	MFR	MANUFACTURER	TEMP	TEMPORARY
C-C	CENTER TO CENTER	MH	MANHOLE	TMH	TELEPHONE MANHOLE
CTR	CENTER	M&I	MUNICIPAL AND INDUSTRIAL	T.O.	TOP OF, TURNOUT
CU	CUBIC	MIN	MINIMUM	TOB	TOP OF BANK
CULV	CULVERT	MISC	MISCELLANEOUS	TOL	TOP OF LINING
CV	CHECK VALVE	MJ	MECHANICAL JOINT	TOP	TOP OF PIPE
		MO	MONTH	TP	TELEPHONE POLE, TURNING POINT
DW	DRIVEWAY	MON	MONUMENT	TRANS	TRANSITION
D	DEPTH	MTL	METAL	TS	TRAFFIC SIGN, TRAFFIC SIGNAL, TOP OF SLOPE
DC	DEPRESSED CURB	MW	MONITORING WELL	TW	TOP OF WALL
DEG	DEGREE			TYP.	TYPICAL
DEMO	DEMOLITION	N/A	NOT APPLICABLE		
DG	DOWN GUY	N	NORTH	U/G	UNDERGROUND
DIA	DIAMETER	NAD	NORTH AMERICAN DATUM	UBC	UNIFORM BUILDING CODE
DIM	DIMENSION	NAVD	NORTH AMERICAN VERTICAL DATUM	USBR	UNITED STATES BUREAU OF RECLAMATION
DIP	DUCTILE IRON PIPE	NB	NORTHBOUND		
DOI	U.S. DEPARTMENT OF THE INTERIOR	NE	NORTHEAST	VC	VERTICAL CURVE
		NO.	NUMBER	V.C.&G.	VERTICAL CURVE AND GUTTER
DN	DOWN	NOM	NOMINAL	VG	VALLEY GUTTER
DR	DRIVE	NORM	NORMAL	VERT	VERTICAL
DW	DRIVEWAY	NPT	NATIONAL PIPE THREAD	VOL	VOLUME
DWG	DRAWING	NTS	NOT TO SCALE	VPI	VERTICAL POINT OF INTERSECTION
DWS	DESIGN WATER SURFACE	NW	NORTHWEST		
		NWS	NORMAL WATER SURFACE	W/	WITH
E	EAST, ELECTRIC			W	WATER, WEST
EA	EACH	O/H	OVERHEAD	WB	WESTBOUND
EASE	EASEMENT	O&M	OPERATION & MAINTENANCE	WI	WROUGHT IRON
EB	EASTBOUND	OC	ON CENTER	WM	WATER METER
EG, EX, GR	EXISTING GRADE	OD	OUTSIDE DIAMETER	WMIDD	WELLTON MOHAWK IRRIGATION AND DRAINAGE DISTRICT
EL, ELEC	ELECTRIC, ELECTRICAL				
ELEV	ELEVATION	P&ID	PROCESS AND INSTRUMENTATION DIAGRAM	WS	WATER STOP, WATER SURFACE
ENGR	ENGINEER			WSEL	WATER SURFACE ELEVATION
EP	EDGE OF PAVEMENT	PC	POINT OF CURVATURE	WSP	WELDED STEEL PIPE
EVC	END OF VERTICAL CURVE	PCC	PORTLAND CEMENT CONC, POINT OF COMPOUND CURVATURE	WWF	WELDED WIRE FABRIC
E/W	EACH WAY			WV	WATER VALVE
EX., EXIST.	EXISTING	PE	POLYETHYLENE		
EXP JT	EXPANSION JOINT	PI	POINT OF INTERSECTION	XFMR	ELECTRICAL TRANSFORMER
		PL	PROPERTY LINE		
FD	FOUND	POB	POINT OF BEGINNING	YC	YUMA COUNTY
F.D.C.	FIRE DEPARTMENT CONNECTION	POC	POINT OF CURVATURE	YCWUA	YUMA COUNTY WATER USERS' ASSOCIATION
FDN	FOUNDATION	POT	POINT OF TANGENT	YID	YUMA IRRIGATION DISTRICT
F.F.	FINISHED FLOOR ELEVATION	PP	POWER POLE	YMC	YUMA MESA CONDUIT
FG	FINISH GRADE	PRC	POINT OF REVERSE CURVE	YMIDD	YUMA MESA IRRIGATION AND DRAINAGE DISTRICT
FH	FIRE HYDRANT	PREFAB	PREFABRICATED		
FIG.	FIGURE	PRESS.	PRESSURE	YR	YEAR
FL	FLOW LINE, FLANGE	PROP	PROPERTY		
FLR	FLOOR	PS	PUMP STATION, PRESSURE SWITCH		

LEGEND

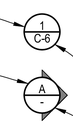
- NEW DRIVEWAY ENTRANCE WITH DEPRESSED CURB (D.C.)
- EXIST. DRIVEWAY ENTRANCE/ HANDICAP RAMP
- EXIST./NEW STRUCTURE
- EXIST. ASPHALT PAVEMENT
- NEW ASPHALT PVMT. AS NOTED
- EXIST. CONST. TO BE REMOVED
- NEW CONCRETE SIDEWALK OR SLAB (HATCH OPTIONAL)
- EXIST. CONCRETE SIDEWALK OR SLAB (HATCH OPTIONAL)
- NEW VERTICAL CURB & GUTTER (VC&G)
- EXIST. VERTICAL CURB & GUTTER (VC&G)
- NEW ROLL CURB & GUTTER (RC&G)
- EXIST. ROLL CURB & GUTTER (RC&G)
- NEW CONCRETE VALLEY GUTTER
- EXIST. CONCRETE VALLEY GUTTER
- GUTTER CATCH BASIN
- FLUSH CATCH BASIN
- EXIST./NEW PROPERTY LINE – ℙ
- EXIST./NEW CENTER LINE – ℄
- EXIST./NEW RIGHT-OF-WAY LINE – R/W
- EXIST./NEW WOOD FENCE
- EXIST./NEW WIRE FENCE
- EXIST./NEW MASONRY FENCE
- EXIST./NEW CHAIN LINK FENCE
- EXIST./NEW WROUGHT IRON FENCE
- NEW DITCH AS NOTED
- EXIST. DITCH AS NOTED
- NEW IRRIGATION OR STORM DRAIN PIPE
- EXIST. IRRIGATION OR STORM DRAIN PIPE
- EXIST. STAND PIPE
- NEW STAND PIPE
- EXIST. IRRIGATION OR DRAINAGE JUNCTION BOX
- NEW IRRIGATION OR DRAINAGE JUNCTION BOX
- EXIST./NEW IRRIGATION/SPRINKLER VALVE
- EXIST. SANITARY SEWER PIPE
- NEW SANITARY SEWER PIPE
- EXIST. SANITARY CLEAN OUT
- NEW SANITARY CLEAN OUT
- EXIST. MANHOLE AS NOTED
- EXIST. MANHOLE TO BE BROUGHT TO GRADE
- NEW MANHOLE
- DRAINAGE DIVIDE
- EXIST. SLOPES
- NEW SLOPES
- EXIST. ELEVATION
- NEW ELEVATION

- EXIST. GAS LINE
- NEW GAS LINE
- EXIST./NEW DOWN GUY
- EXIST. POWER POLE
- NEW POWER POLE
- EXIST. TELEPHONE POLE
- NEW TELEPHONE POLE
- EXIST. TRAFFIC SIGNAL (T.S.)
- NEW TRAFFIC SIGNAL
- EXIST. LIGHT POLE (L.P.)
- NEW LIGHT POLE
- EXIST. WATER LINE
- NEW WATER LINE
- EXIST. END CAP W/ BLOW-OFF
- NEW END CAP W/ BLOW-OFF
- EXIST. FIRE HYDRANT (F.H.)
- NEW FIRE HYDRANT
- EXIST. FIRE DEPARTMENT CONNECTION (F.D.C.)
- NEW FIRE DEPARTMENT CONNECTION
- EXIST. VALVE
- EXIST. VALVE TO BE BROUGHT TO GRADE
- NEW VALVE & VALVE BOX
- EXIST. THRUST BLOCK
- NEW THRUST BLOCK
- NEW WATER METER BOX
- EXIST. WATER METER BOX (W.M.)
- EXIST. W.M. BOX TO BE RELOCATED
- EXIST. TRAFFIC SIGN
- NEW TRAFFIC SIGN
- EXIST. STREET SIGN
- NEW STREET SIGN
- EXIST. STREET LIGHT
- NEW STREET LIGHT
- EXIST./NEW BARRICADE
- ROCK RIPRAP (AS NOTED)
- EXIST. TREE, PALM OR SHRUB
- EXIST. TREE, PALM OR SHRUB TO BE REMOVED
- EXIST. HEDGE (AS NOTED)
- EXIST. STORM DRAIN PIPE
- NEW STORM DRAIN PIPE
- EXIST. MAIL BOX
- EXIST. SURVEY MONUMENT & COVER
- NEW SURVEY MONUMENT & COVER NO. 4-040 OR 4-050
- NEW SURVEY MONUMENT, AS NOTED
- NEW SURVEY MONUMENT No. 4-080
- FOUND SURVEY MONUMENT
- PROJECT BENCH MARK/TEMPORARY BENCHMARK
- NEW CONSTRUCTION NOTE
- REMOVAL NOTE

SECTION AND DETAIL STANDARDS:

DETAIL (NUMERAL) DESIGNATION ON DRAWING WHERE DETAIL IS TAKEN

SECTION (LETTER) DESIGNATION ON DRAWING WHERE SECTION IS TAKEN. ARROW INDICATES DIRECTION OF SECTION



DRAWING NUMBER (OR LINE IF TAKEN AND SHOWN ON SAME DRAWING) ON DRAWING WHERE SECTION OR DETAIL IS SHOWN

SCREENING:

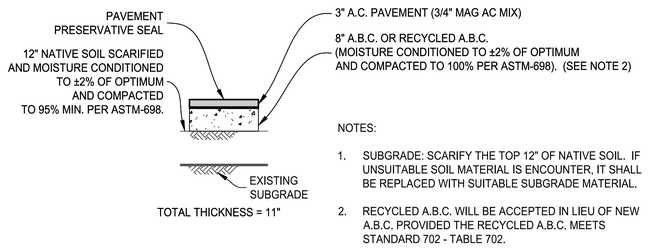
SCREENED ELEMENTS ON AREA MAPPING REPRESENT EXISTING FACILITIES OR ELEVATIONS.

SCREENED BACKGROUNDS ON OTHER DRAWINGS CAN REPRESENT EXISTING FACILITIES OR FACILITIES TO BE CONSTRUCTED UNDER THIS CONTRACT, WHICH, IF DRAWN IN SOLID LINES, WOULD OBSCURE THE PARTICULAR DETAILS BEING SHOWN. CONSULT THE ENGINEER IF SCREENING OF ANY ELEMENTS IS NOT SELF-EXPLANATORY.

STANDARD DETAILS:

STANDARD DETAIL CALLOUTS ARE SHOWN TO INDICATE DETAIL REQUIRED AT SPECIFIC LOCATIONS. AT ALL LOCATIONS WHERE A STANDARD DETAIL CALLOUT IS NOT SHOWN, THE CONTRACTOR SHALL USE THE STANDARD DETAIL MOST APPLICABLE AND CONSISTENT WITH OTHER WORK UNDER THIS CONTRACT.

CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
Yuma, AZ 85364
V – 928.344.5931 F – 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com
Core Project No. 26-032

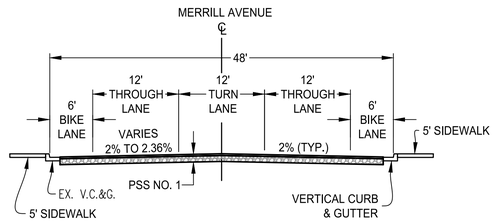


NOTES:

1. SUBGRADE: SCARIFY THE TOP 12" OF NATIVE SOIL. IF UNSUITABLE SOIL MATERIAL IS ENCOUNTER, IT SHALL BE REPLACED WITH SUITABLE SUBGRADE MATERIAL.
2. RECYCLED A.B.C. WILL BE ACCEPTED IN LIEU OF NEW A.B.C. PROVIDED THE RECYCLED A.B.C. MEETS STANDARD 702 - TABLE 702.

PAVEMENT STRUCTURAL SECTION No. 1

SCALE: NTS



TYPICAL CROSS SECTION

SCALE: NTS

NOTES:

1) THIS IS A STANDARD ABBREVIATION AND LEGEND SHEET; THEREFORE, SOME SYMBOLS OR ABBREVIATIONS MAY APPEAR ON THIS SHEET AND NOT ON THE DRAWINGS.

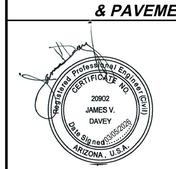
2) CONTACT THE ENGINEER FOR ABBREVIATIONS NOT LISTED OR REFER TO ABBREVIATIONS FOR USE ON DRAWINGS AND TEXT" PUBLISHED BY THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).

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CSL-31

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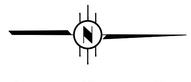
CITY OF SAN LUIS
MERRILL AVENUE IMPROVEMENTS
CO. 22ND ST. TO LOS OROS ST. - PHASE 2
LEGEND, ABBREVIATIONS, & PAVEMENT SECTIONS



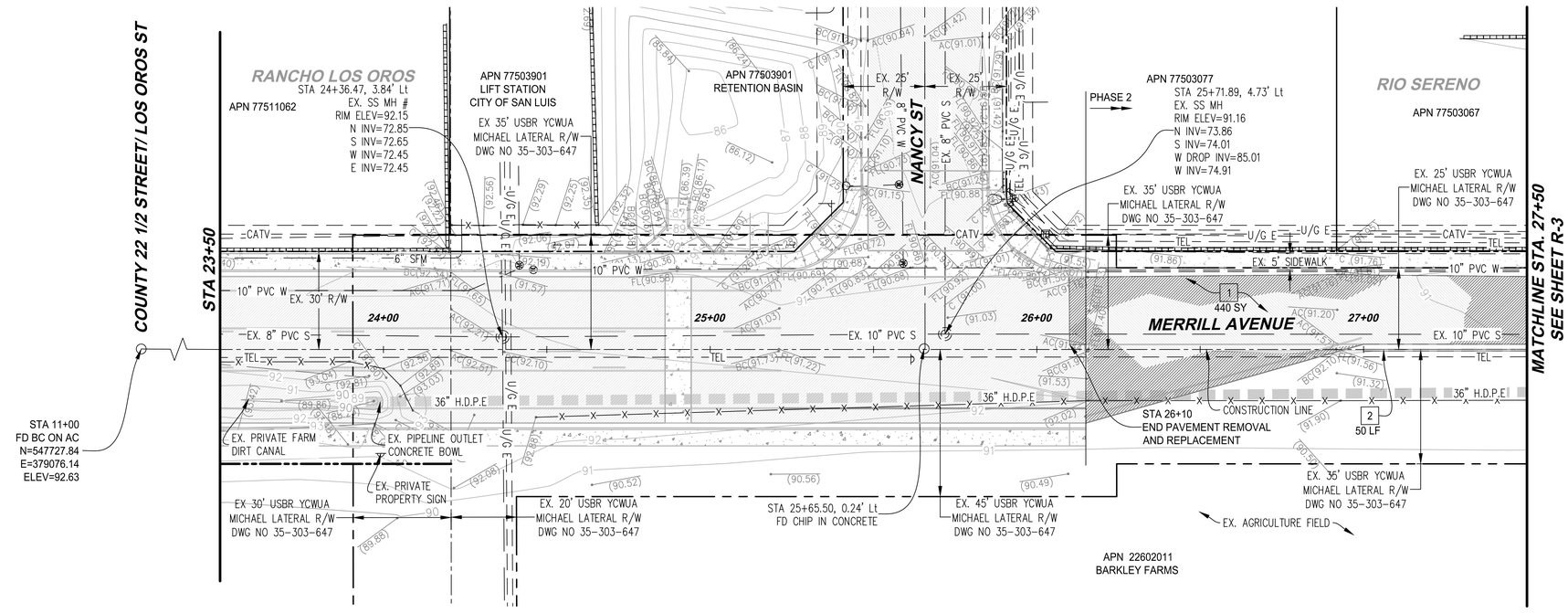
PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY:	T.S.
DRAWN BY:	R.C.
APPROVED BY:	J.V.D.
SHEET	G-2
	MARCH 05, 2026

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V – 928.344.5931 F – 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com
Core Project No. 26-032



HORIZONTAL SCALE: 1" = 20'



REMOVAL NOTES		U/M	QTY
1	REMOVE EXISTING ASPHALT (ANY THICKNESS)	SY	440
2	REMOVE EXISTING CONCRETE CURB (ANY TYPE)	LF	50

GENERAL NOTES	
11	STORM WATER PONDS ON THE EXISTING PAVEMENT, CURB, VALLEY GUTTER. REPAIR AS NOTED.
26	RELOCATE EXISTING PRIVATE FARM WIRE, T-POST FENCING, AND MISCELLANEOUS PRIVATE PROPERTY SIGNS TO NEW RIGHT-OF-WAY SHOWN PLAN SHEET P-1 THRU P-7, TYP.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

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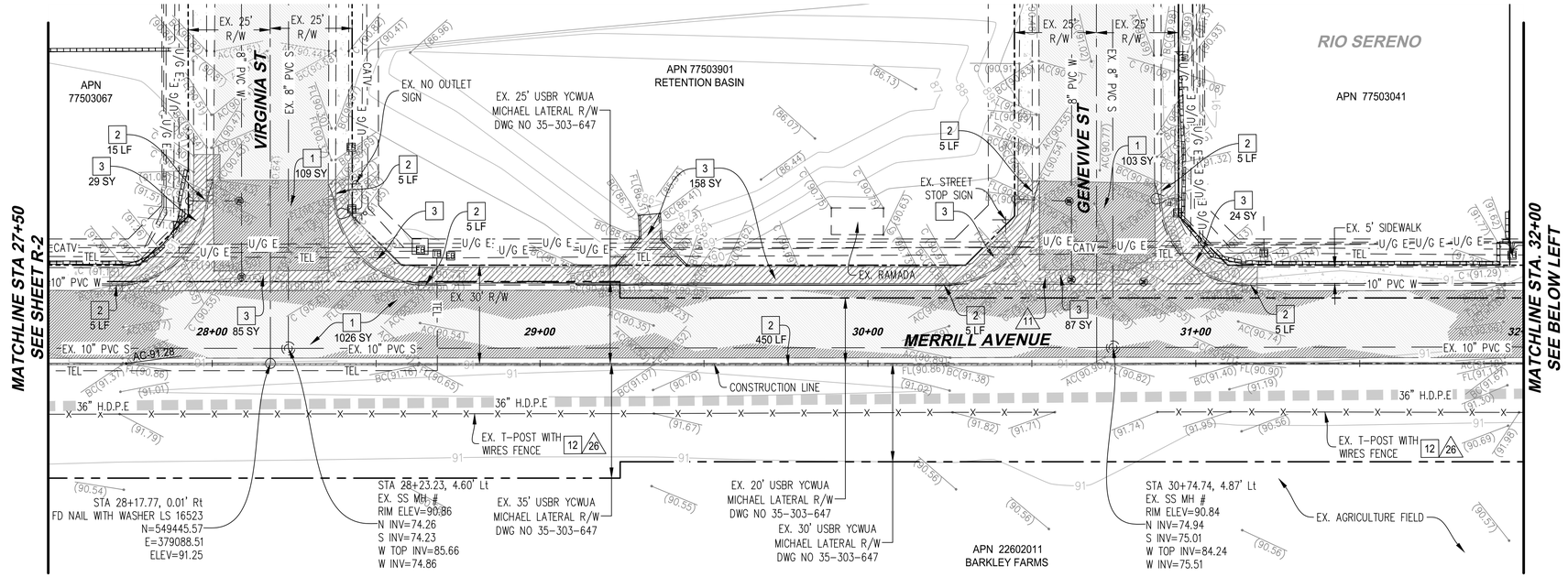
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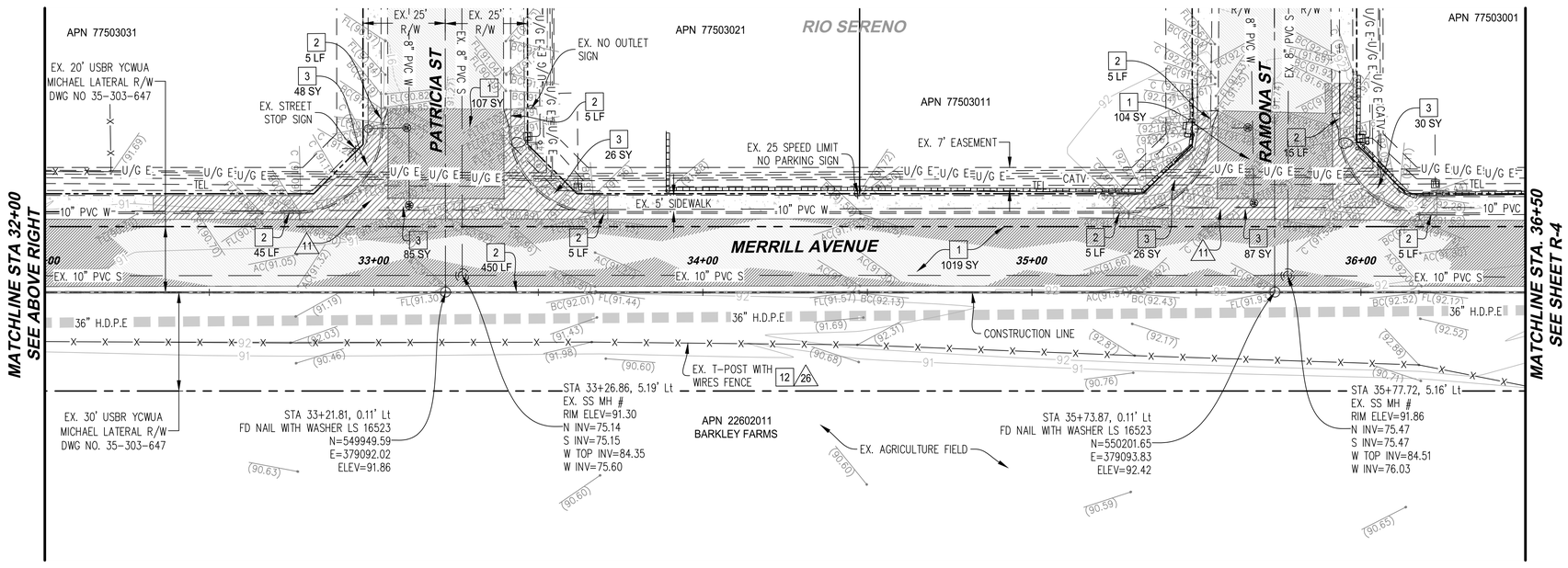
CITY OF SAN LUIS
MERRILL AVENUE IMPROVEMENTS
CO. 22ND ST. TO LOS OROS ST. - PHASE 2
TOPOGRAPHIC SURVEY AND REMOVALS
STA 23+50 TO STA 27+50

Registered Professional Engineer (Civil)
CERTIFICATE NO.
20902
JAMES V. DAVEY
Date Signed 03/05/26
ARIZONA, U.S.A.

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: T.S.
DRAWN BY: R.C.
APPROVED BY: J.V.D.
SHEET R-2
MARCH 05, 2026





CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
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www.CoreEngineeringGroup.com
Core@core-e-g.com
Core Project No. 26-032

0 20' 40'

HORIZONTAL SCALE: 1" = 20'

REMOVAL NOTES		U/M	QTY
1	REMOVE EXISTING ASPHALT (ANY THICKNESS)	SY	2468
2	REMOVE EXISTING CONCRETE CURB (ANY TYPE)	LF	1040
3	REMOVE SIDEWALK, DRIVEWAY, AND SLAB (FLAT WORK)	SY	577
12	RELOCATE EXISTING PRIVATE FARM WIRE AND T-POST FENCING	LS	1

GENERAL NOTES	
11	STORM WATER PONDS ON THE EXISTING PAVEMENT, CURB, VALLEY GUTTER. REPAIR AS NOTED.
26	RELOCATE EXISTING PRIVATE FARM WIRE, T-POST FENCING, AND MISCELLANEOUS PRIVATE PROPERTY SIGNS TO NEW RIGHT-OF-WAY SHOWN PLAN SHEET P-1 THRU P-7, TYP.

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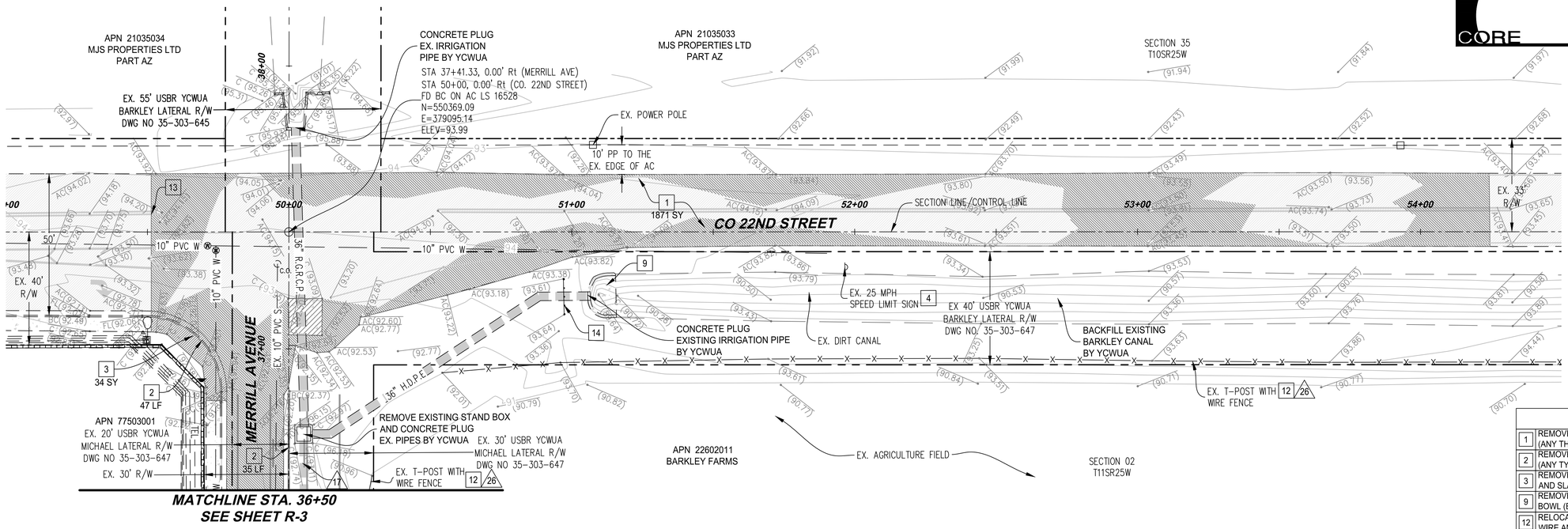
CITY OF SAN LUIS
MERRILL AVENUE IMPROVEMENTS
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TOPOGRAPHIC SURVEY AND REMOVALS
STA 27+50 TO STA 36+50

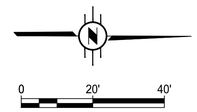
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MARCH 05, 2026

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Core Project No. 26-032





HORIZONTAL SCALE: 1" = 20'

REMOVAL NOTES		U/M	QTY
1	REMOVE EXISTING ASPHALT (ANY THICKNESS)	SY	1871
2	REMOVE EXISTING CONCRETE CURB (ANY TYPE)	LF	82
3	REMOVE SIDEWALK, DRIVEWAY, AND SLAB (FLAT WORK)	SY	34
9	REMOVE EXISTING PIPELINE OUTLET BOWL (BY YCWUA)	LS	1
12	RELOCATE EXISTING PRIVATE FARM WIRE AND T-POST FENCING	LS	1
13	OBLITERATE EXISTING PAVEMENT MARKING	LS	1
14	REMOVE AND RELOCATE EXISTING ROAD CLOSED BARRICADES	LS	1

GENERAL NOTES	
17	THE EXISTING USBR YCWUA MICHAEL LATERAL 36" Ø HDPE PIPELINE TO BE ABANDONED IN PLACE.
26	RELOCATE EXISTING PRIVATE FARM WIRE, T-POST FENCING, AND MISCELLANEOUS PRIVATE PROPERTY SIGNS TO NEW RIGHT-OF-WAY SHOWN PLAN SHEET P-1 THRU P-7, TYP.

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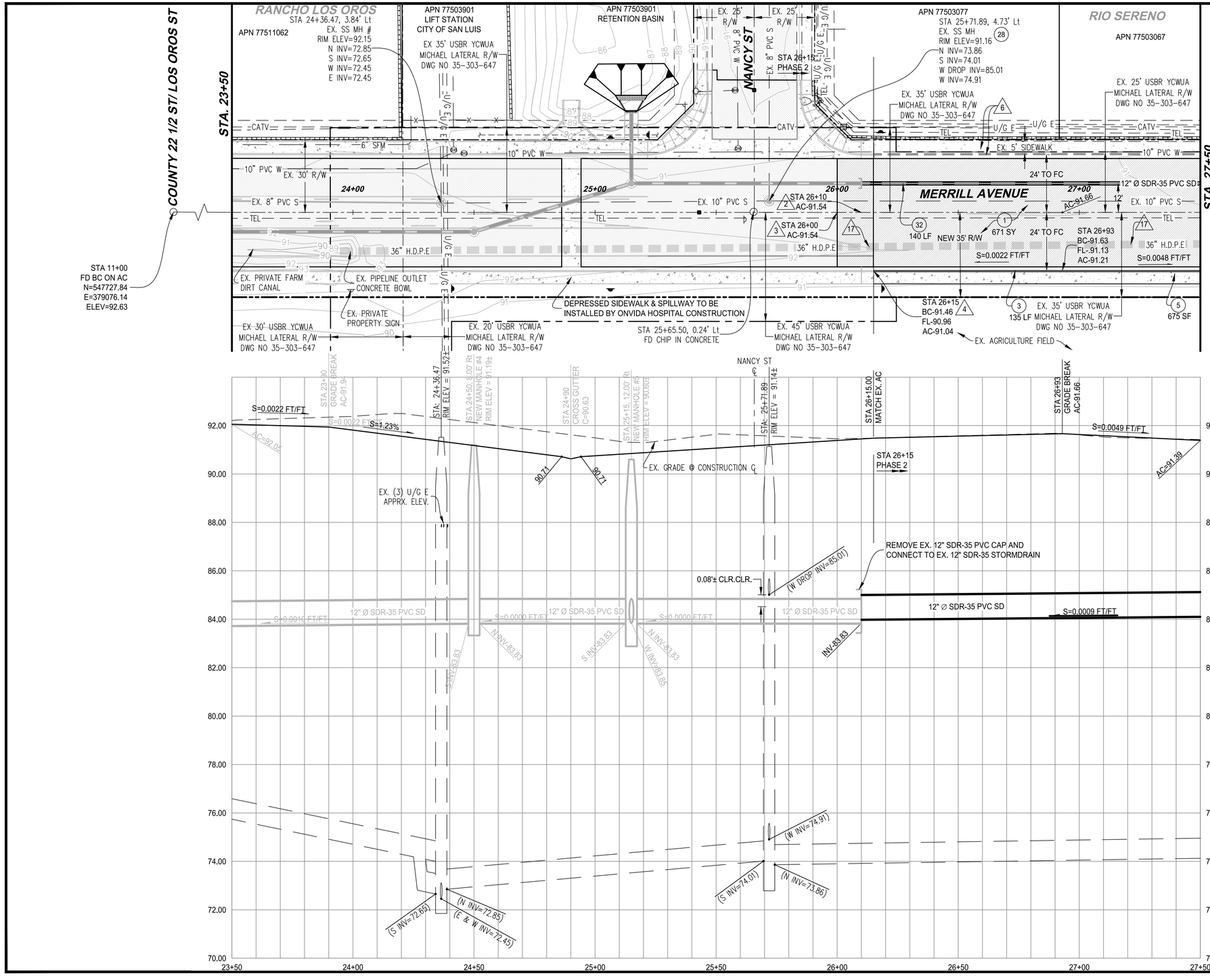
CITY OF SAN LUIS
MERRILL AVENUE IMPROVEMENTS
CO. 22ND ST. TO LOS OROS ST. - PHASE 2

TOPOGRAPHIC SURVEY AND REMOVALS
STA 49+00 TO STA 54+50
STA 36+50 TO STA 38+00

Registered Professional Engineer (Civil)
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MARCH 05, 2026



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Core Project No. 26-032

0 20' 40'

HORIZONTAL SCALE: 1" = 20'

	CONSTRUCTION NOTES	U/M	QTY
1	PAVEMENT STRUCTURAL SECTION No. 1 (3" AC / 8" ABC)	SY	671
3	VERTICAL CURB AND GUTTER / 4" ABC (CITY OF YUMA STD 3-060)	LF	135
5	SIDEWALK (CITY OF YUMA STD 3-135)	SF	675
32	12" Ø SDR-35 PVC STORMDRAIN	LF	142

	GENERAL NOTES
2	50' TO 100' PAVEMENT TRANSITION NEW PAVEMENT TO EXISTING PAVEMENT / CROSS VALLEY GUTTER OR AS NEEDED FOR A SMOOTH PAVEMENT TRANSITION (TYP.).
3	SAWCUT AND MATCH EXISTING PAVEMENT.
4	MATCH THE EXISTING CURB AND SIDEWALK. EXISTING CURB/SIDEWALK TO NEW CURB/SIDEWALK TRANSITION IS 5' IN LENGTH (TYP.)
8	PROTECT-IN-PLACE EXISTING CURB, SIDEWALK, CROSS GUTTER, AND PAVEMENT NOT NOTED FOR IMPROVEMENTS (TYP.).
7	MATCH EXISTING SEWERMAIN INVERTS.
9	CONTRACTOR WILL BE RESPONSIBLE FOR ALL SEWER FLOWS DURING CONSTRUCTION (INCLUDING SEWER BYPASSING, SEWERMAIN AND SEWER SERVICES TEMPORARY PLUGGING AS NECESSARY). THE CONTRACTOR SHALL GIVE THE CITY OF SAN LUIS AT LEAST 24 HOURS ADVANCE NOTICE OF SEWERMAINS AND SEWER SERVICES TEMPORARY LIVE PLUGGING AND BYPASSING AS NEEDED TO COMPLETE THE PROJECT.
11	STORM WATER PONDS ON THE EXISTING PAVEMENT, CURB, VALLEY GUTTER. REPAIR AS NOTED.
13	REGRADE EXISTING RETENTION BASIN SIDE SLOPES AND RE-ESTABLISH EXISTING RETENTION BASIN LANDSCAPING AND IRRIGATION AS NECESSARY FOR STORMDRAIN / HEADWALL CONSTRUCTION.
17	THE EXISTING USBR YCWUA MICHAEL LATERAL 36" Ø HDPE PIPELINE TO BE ABANDONED IN PLACE.
18	THE EXISTING PRIVATE FARM DIRT CANAL (USBR YCWUA MICHAEL LATERAL EXTENSION) TO BE RELOCATED BY OWNER. TO THE CENTER OF PARCEL 22602012. CONTRACTOR TO SCARIFY AND COMPACT OVER EXISTING DIRT CANAL FOR ROADWAY CONSTRUCTION (TYP.).
24	CONTRACTOR SHALL POTHOLE THE EXISTING SEWERMAIN TO VERIFY THE EXISTING OVAL SHAPED SEWERMIAN REMOVAL AND REPLACEMENT LIMITS ARE APPROPRIATE, IF THE REQUIRED SEWERMAIN REMOVAL AND REPLACEMENTS LIMITS DIFFER FROM THE PLANS, CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

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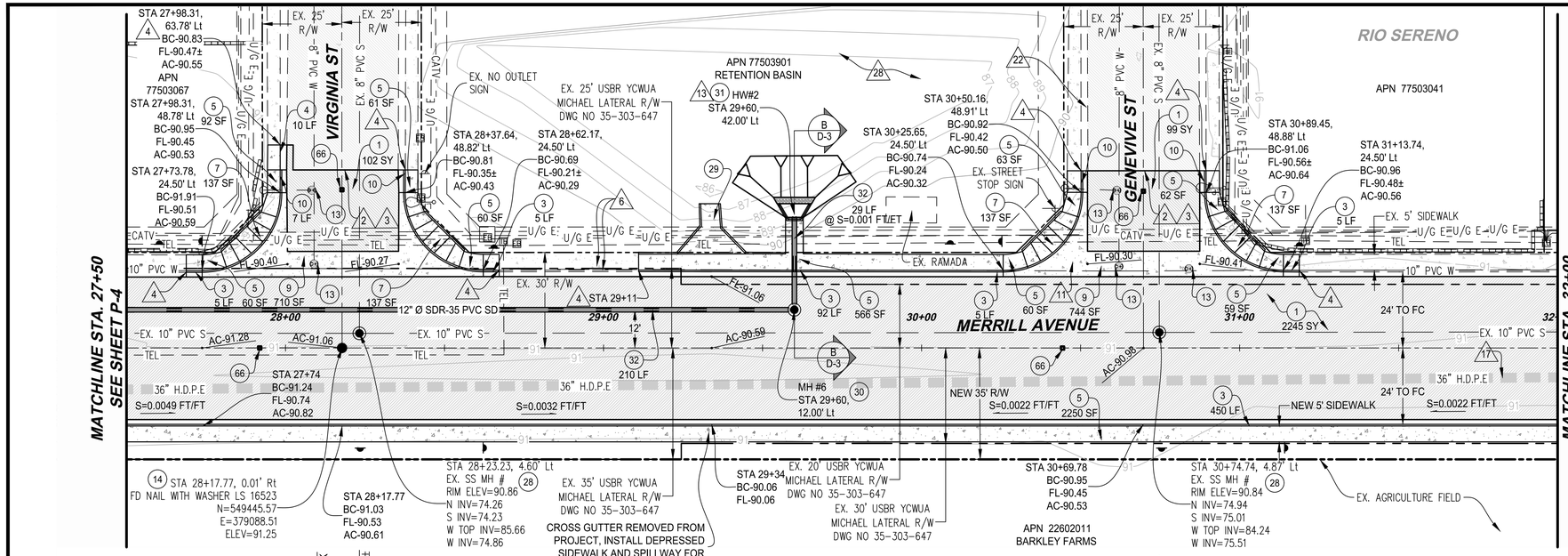
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1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

CITY OF SAN LUIS
MERRILL AVENUE IMPROVEMENTS
CO. 22ND ST. TO LOS OROS ST. - PHASE 2
PLAN AND PROFILE
STA 23+50 STA 27+50

Registered Professional Engineer (Civil)
CERTIFICATE NO.
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JAMES V.
DAVEY
Date Signed 03/05/2026
ARIZONA, U.S.A.

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MARCH 05, 2026



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Core Project No. 26-032

CONSTRUCTION NOTES		U/M	QTY
1	PAVEMENT STRUCTURAL SECTION No. 1 (3" AC / 8" ABC)	SY	2446
3	VERTICAL CURB AND GUTTER / 4" ABC (CITY OF YUMA STD 3-060)	LF	547
5	SIDEWALK (CITY OF YUMA STD 3-135)	SF	3000
7	SIDEWALK RAMP (CITY OF YUMA STD. 3-145)	SF	548
9	CROSS GUTTER AND APRON (CITY OF YUMA STD 3-085, 3-090)	SF	1454
13	ADJUST EXISTING WATER VALVE WITH NEW FRAME AND COVER (CITY OF YUMA STD 5-075, 5-100)	EA	5
14	SURVEY MONUMENT (CITY OF YUMA STD 4-030)	EA	1
28	ADJUST EXISTING SEWER MANHOLE WITH NEW FRAME & COVER, REPAIR MANHOLE BASE LINING, REPAIR TOP 4' AND BOTTOM 4' OF MANHOLE CONE/SHAFT LINING (CITY OF YUMA STD 6-020, 6-025)	EA	2
29	SPILLWAY	EA	1
30	4' Ø STORMWATER MANHOLE (CITY OF YUMA STD 6-020, NO T-LOCK LINER)	EA	1
31	CONCRETE INLET HEADWALL STRUCTURE (1 D-1)	EA	1
32	12" Ø SDR-35 PVC STORMDRAIN	LF	240
66	FIRE HYDRANT STREET MARKER (CITY OF YUMA STD 5-160, 5-165)	EA	4

GENERAL NOTES	
2	50' TO 100' PAVEMENT TRANSITION NEW PAVEMENT TO EXISTING PAVEMENT / CROSS VALLEY GUTTER OR AS NEEDED FOR A SMOOTH PAVEMENT TRANSITION (TYP.).
3	SAWCUT AND MATCH EXISTING PAVEMENT.
4	MATCH THE EXISTING CURB AND SIDEWALK, EXISTING CURB/SIDEWALK TO NEW CURB/SIDEWALK TRANSITION IS 5' IN LENGTH (TYP.)
8	PROTECT-IN-PLACE EXISTING CURB, SIDEWALK, CROSS GUTTER, AND PAVEMENT NOT NOTED FOR IMPROVEMENTS (TYP.).
11	STORM WATER PONDS ON THE EXISTING PAVEMENT, CURB, VALLEY GUTTER. REPAIR AS NOTED.
13	REGRADE EXISTING RETENTION BASIN SIDE SLOPES AND RE-ESTABLISH EXISTING RETENTION BASIN LANDSCAPING AND IRRIGATION AS NECESSARY FOR STORMDRAIN / HEADWALL CONSTRUCTION.
14	THE CONTRACTOR SHALL POTHOLE THE EXISTING DRY UTILITIES ALONG / CROSSING THE STORMDRAIN ALIGNMENT PRIOR TO COMMENCING THE STORMDRAIN INSTALLATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR DIRRECTION IF A UTILITY CONFLICT IS ENCOUNTERED.
17	THE EXISTING USBR YCWUA MICHAEL LATERAL 36" Ø HDPE PIPELINE TO BE ABANDONED IN PLACE.
22	EXISTING DIP / SAG IN EXISTING CURB AND GUTTER AND ROADWAY ON RIO SERENO SUBDIVISION WILL BE REPAIR AS PART OF A SEPARATE CONSTRUCTION PROJECT BY THE CITY OF SAN LUIS.
28	EXCAVATE AND REGRADE EXISTING RETENTION BASIN, LOWER RETENTION BASIN BOTTOM 12" (APPRX. NEW EL=85.10±), MATCH EXISTING LANDSCAPING AND IRRIGATION SYSTEM (TYP.).

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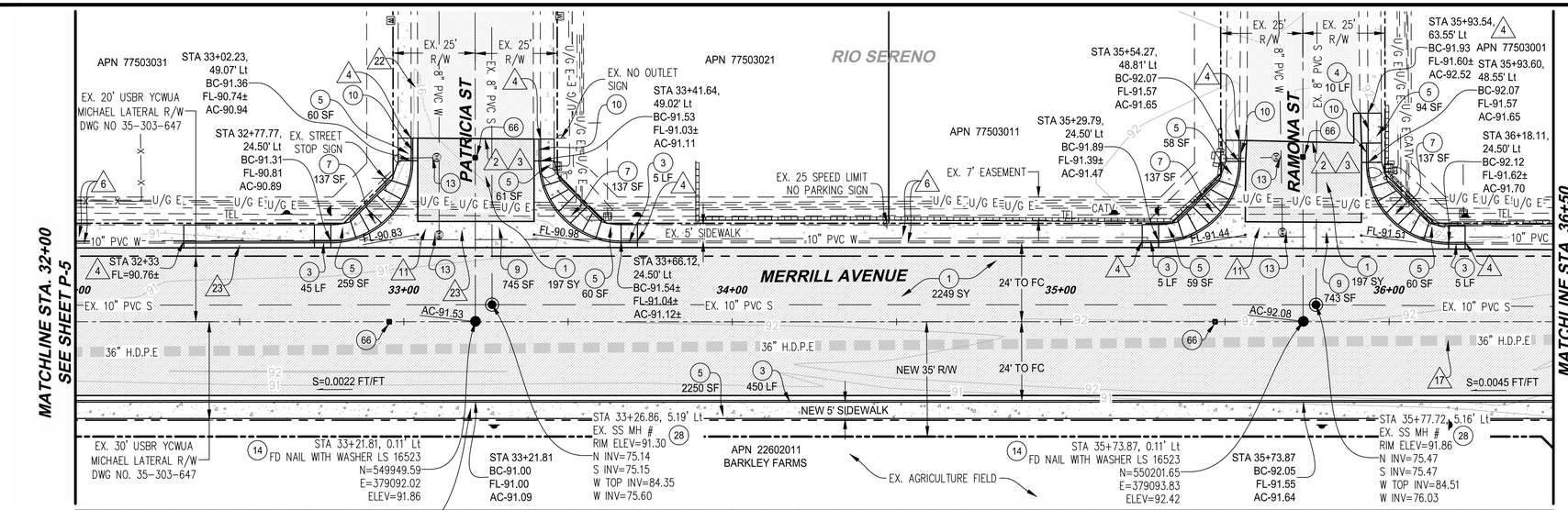
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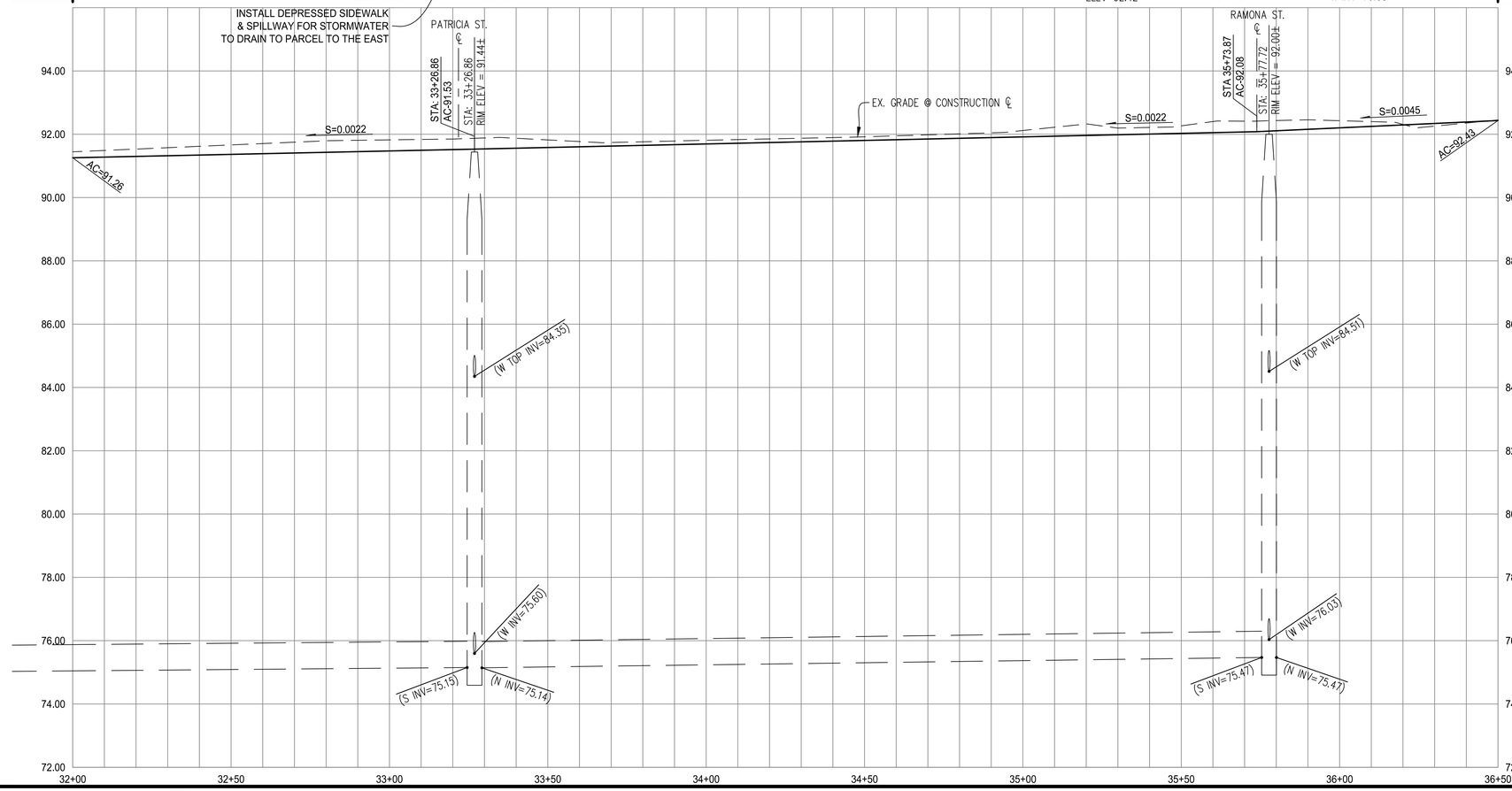
CITY OF SAN LUIS
MERRILL AVENUE IMPROVEMENTS
CO. 22ND ST. TO LOS OROS ST. - PHASE 2
PLAN AND PROFILE
STA 27+50 TO STA 32+00

Registered Professional Engineer Civil CERTIFICATE NO. 20902 JAMES V. DAVEY Date Signed 03/05/26 ARIZONA, U.S.A.

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: T.S.
DRAWN BY: R.C.
APPROVED BY: J.V.D.
SHEET P-5
MARCH 05, 2026





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Core Project No. 26-032

0 20' 40'

HORIZONTAL SCALE: 1" = 20'

	CONSTRUCTION NOTES	U/M	QTY
1	PAVEMENT STRUCTURAL SECTION No. 1 (3" AC / 8" ABC)	SY	2643
3	VERTICAL CURB AND GUTTER / 4" ABC (CITY OF YUMA STD 3-060)	LF	510
4	ROLLED CURB AND GUTTER / 4" ABC (CITY OF YUMA STD 3-070)	LF	10
5	SIDEWALK (CITY OF YUMA STD 3-135)	SF	2961
7	SIDEWALK RAMP (CITY OF YUMA STD. 3-145)	SF	548
9	CROSS GUTTER AND APRON (CITY OF YUMA STD 3-085, 3-090)	SF	1488
13	ADJUST EXISTING WATER VALVE WITH NEW FRAME AND COVER (CITY OF YUMA STD 5-075, 5-100)	EA	4
14	SURVEY MONUMENT (CITY OF YUMA STD 4-030)	EA	2
28	ADJUST EXISTING SEWER MANHOLE WITH NEW FRAME & COVER, REPAIR MANHOLE BASE LINING, REPAIR TOP 4' AND BOTTOM 4' OF MANHOLE CONE/SHAFT LINING (CITY OF YUMA STD 6-020, 6-025)	EA	2
66	FIRE HYDRANT STREET MARKER (CITY OF YUMA STD 5-160, 5-165)	EA	4

GENERAL NOTES

2	50' TO 100' PAVEMENT TRANSITION NEW PAVEMENT TO EXISTING PAVEMENT / CROSS VALLEY GUTTER OR AS NEEDED FOR A SMOOTH PAVEMENT TRANSITION (TYP.).
3	SAWCUT AND MATCH EXISTING PAVEMENT.
4	MATCH THE EXISTING CURB AND SIDEWALK. EXISTING CURB/SIDEWALK TO NEW CURB/SIDEWALK TRANSITION IS 5' IN LENGTH (TYP.)
6	PROTECT-IN-PLACE EXISTING CURB, SIDEWALK, CROSS GUTTER, AND PAVEMENT NOT NOTED FOR IMPROVEMENTS (TYP.).
11	STORM WATER PONDS ON THE EXISTING PAVEMENT, CURB, VALLEY GUTTER. REPAIR AS NOTED.
13	REGRADE EXISTING RETENTION BASIN SIDE SLOPES AND RE-ESTABLISH EXISTING RETENTION BASIN LANDSCAPING AND IRRIGATION AS NECESSARY FOR STORMDRAIN / HEADWALL CONSTRUCTION.
17	THE EXISTING USBR YCWUA MICHAEL LATERAL 36" Ø HDPE PIPELINE TO BE ABANDONED IN PLACE.
22	EXISTING DIP / SAG IN EXISTING CURB AND GUTTER AND ROADWAY ON RIO SERENO SUBDIVISION WILL BE REPAIR AS PART OF A SEPARATE CONSTRUCTION PROJECT BY THE CITY OF SAN LUIS.
23	NOTE: CURB/CROSS GUTTER DOES NOT MEET THE 0.0022 FT/FT MINIMUM SLOPE. CURB/CROSS GUTTER FLOW LINE SLOPE IS AT MINUMUM OF 0.001 FT/FT TO 0.0015 FT/FT AT THIS LOCATION TO DRAIN STORMWATER.

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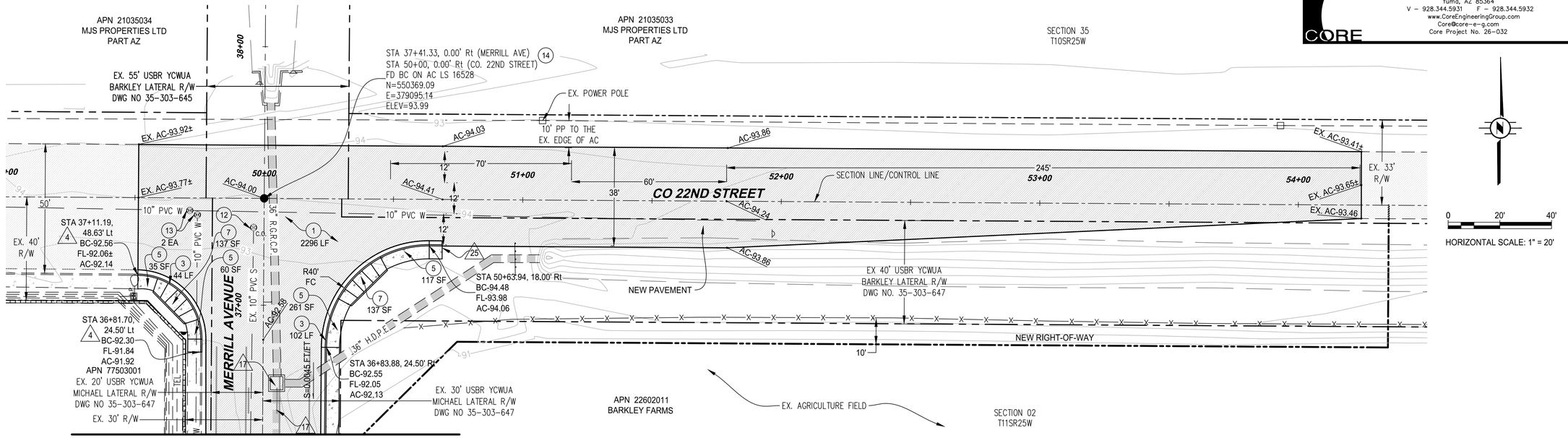
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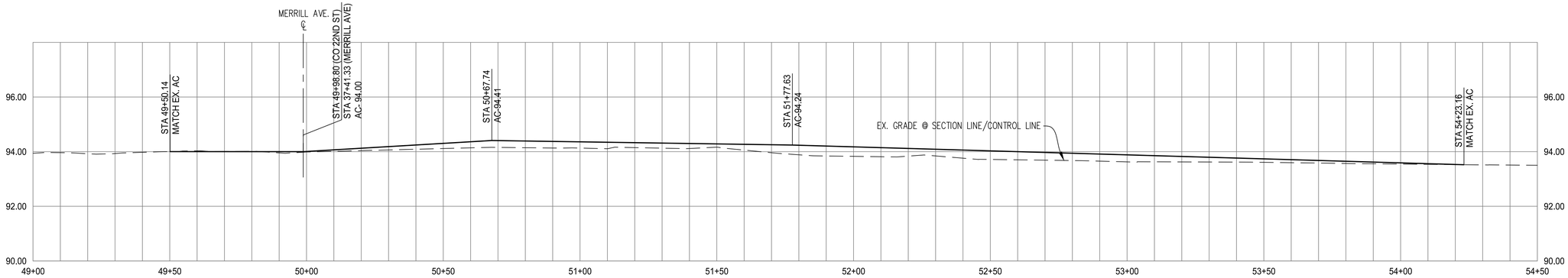
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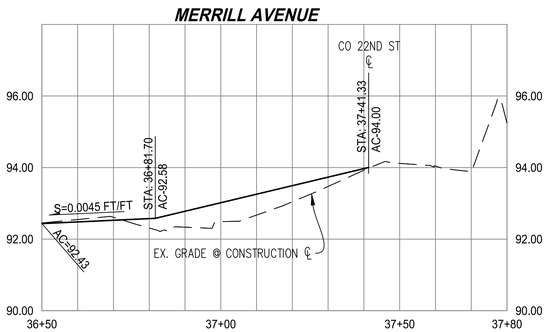
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SAN LUIS, AZ 85349
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DESIGNED BY: T.S.
DRAWN BY: R.C.
APPROVED BY: J.V.D.
SHEET P-6
MARCH 05, 2026

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Core Project No. 26-032







GENERAL NOTES	
4	MATCH THE EXISTING CURB AND SIDEWALK. EXISTING CURB/SIDEWALK TO NEW CURB/SIDEWALK TRANSITION IS 5' IN LENGTH (TYP.)
17	THE EXISTING USBR YCWUA MICHAEL LATERAL 36" Ø HDPE PIPELINE TO BE ABANDONED IN PLACE.
25	CURB AND SIDEWALK TERMINATION (L=5') TYP.

CONSTRUCTION NOTES		U/M	QTY
1	PAVEMENT STRUCTURAL SECTION No. 1 (3" AC / 8" ABC)	SY	2296
3	VERTICAL CURB AND GUTTER / 4" ABC (CITY OF YUMA STD 3-060)	LF	146
5	SIDEWALK (CITY OF YUMA STD 3-135)	SF	473
7	SIDEWALK RAMP (CITY OF YUMA STD. 3-145)	SF	274
12	ADJUST EXISTING SEWER CLEANOUT WITH NEW FRAME AND COVER (CITY OF YUMA STD 6-005)	EA	1
13	ADJUST EXISTING WATER VALVE WITH NEW FRAME AND COVER (CITY OF YUMA STD 5-075, 5-100)	EA	2

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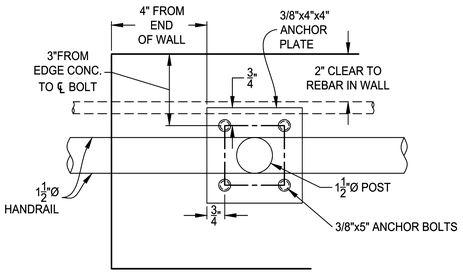
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Merrill Avenue											
					(A)	(B)	(C)	(D)	(E)	(F)	(G)
Structure No.	Street	Station	Offset	Headwall Type	HW TC	HW Height (ft)	HW Flowline Elev.	SD Pipe Inv Elev	HW Slope TC	Riprap Elev.	RB Bottom Elev.
HW1	Merrill Avenue	25+15	42' LT	inlet	91.36	5.26	86.10	86.20	88.22	86.10	86.12
HW2	Merrill Avenue	29+60	40' LT	inlet	90.68	4.68	86.00	86.10	2.34	86.00	86.01

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Core@core-e-g.com
Core Project No. 26-032



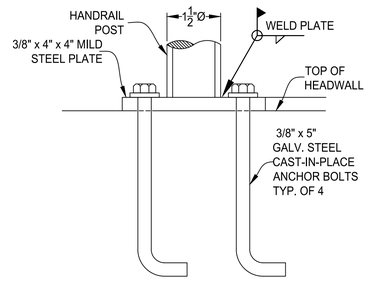
HANDRAIL ANCHOR PLATE DETAIL

SCALE - NTS

NOTES:

1. ALL HANDRAIL & ANCHOR PLATES SHALL BE FABRICATED AND THEN BLAST CLEANED TO NEAR WHITE AND COATED WITH A MINIMUM OF 12 MILS OF INDUSTRON RUST RESISTANT ENAMEL PAINT. COLOR SHALL BE SAFETY YELLOW.

   ANCHOR PLATES SHALL BE COATED TOP, SIDES, AND BOTTOM.

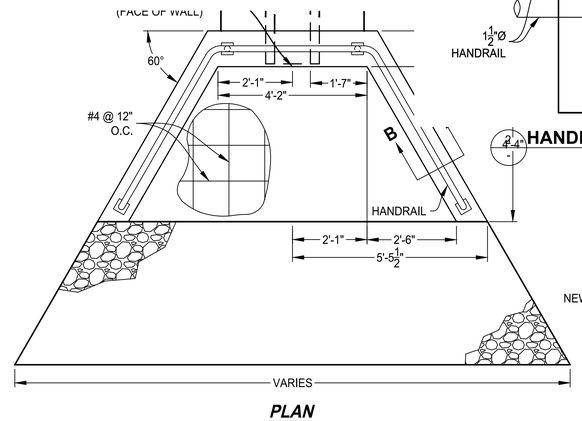


TYPICAL HANDRAIL ANCHOR CONNECTION

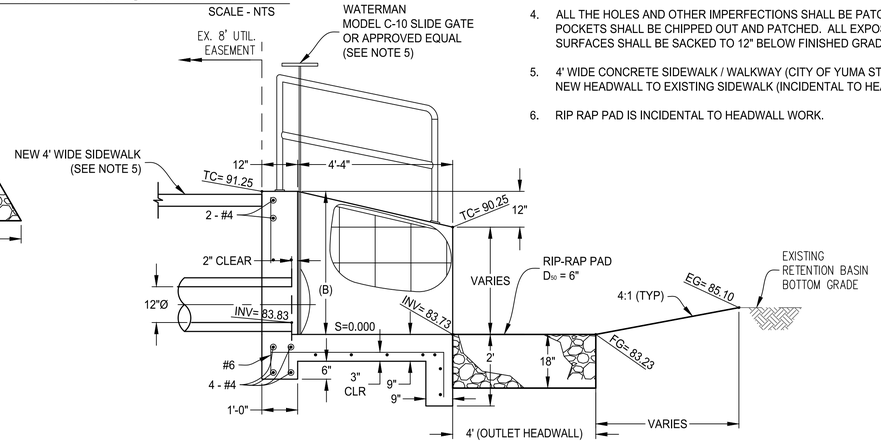
SCALE - 1/2"=1"

NOTES:

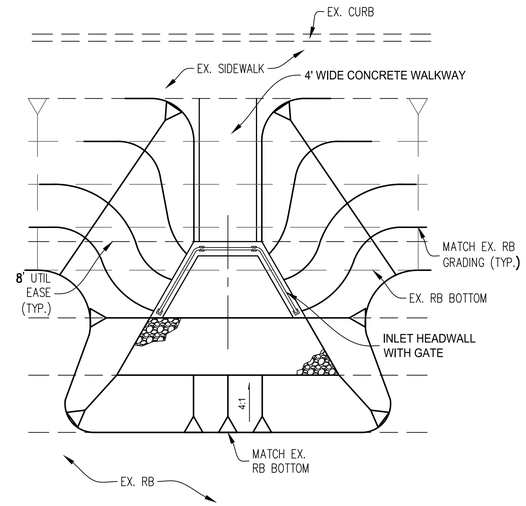
1. ALL 4000 PSI CONCRETE.
2. REINFORCE STEEL SHALL BE GRADE 60.
3. CHAMFER ALL EXPOSED CONCRETE EDGE 1" (TYP.).
4. ALL THE HOLES AND OTHER IMPERFECTIONS SHALL BE PATCHED. ALL ROCK POCKETS SHALL BE CHIPPED OUT AND PATCHED. ALL EXPOSED CONCRETE SURFACES SHALL BE SACKED TO 12" BELOW FINISHED GRADE.
5. 4' WIDE CONCRETE SIDEWALK / WALKWAY (CITY OF YUMA STD. No. 3-270) FROM NEW HEADWALL TO EXISTING SIDEWALK (INCIDENTAL TO HEADWALL WORK) (TYP.).
6. RIP RAP PAD IS INCIDENTAL TO HEADWALL WORK.



PLAN



SECTION A-A

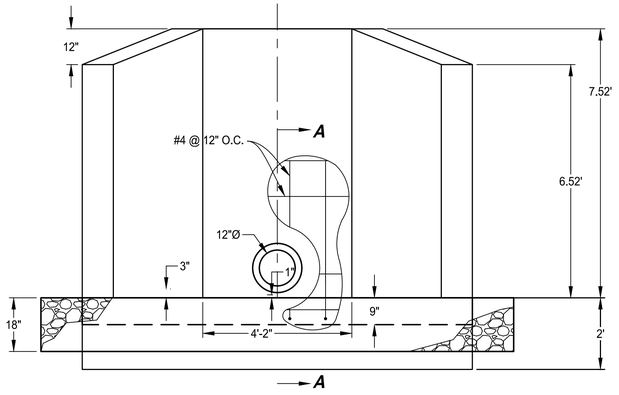


TYPICAL RETENTION BASIN GRADING

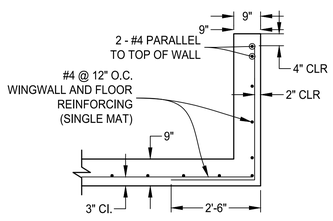
SCALE: NTS

NOTE: REGRADE AND MATCH THE EX. RETENTION BASIN GRADING AND LANDSCAPING AFTER THE NEW STORM DRAIN AND HEADWALL WITH 4' WIDE WALKWAY HAVE BEEN CONSTRUCTED. CONTRACTOR TO COORDINATE RETENTION BASIN REGRADING AND LANDSCAPING IRRIGATION REPAIRS WITH CITY OF SAN LUIS PARKS. RETENTION BASIN GRADING, IRRIGATION REPAIRS, AND LANDSCAPING MATCHING EXISTING CONDITIONS ARE INCIDENTAL TO THE HEADWALL WORK.

℄ OUTLET



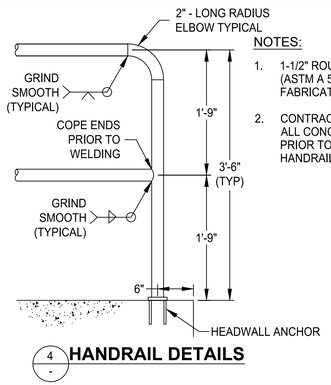
ELEVATION



SECTION B-B

1 - INLET HEADWALL WITH GATE

SCALE - 1"=2'



NOTES:

1. 1-1/2" ROUND TUBE STEEL (ASTM A 53) COATED AFTER FABRICATION.
2. CONTRACTOR SHALL VERIFY ALL CONCRETE DIMENSIONS PRIOR TO FABRICATING HANDRAILS AND GRATING.

4 - HANDRAIL DETAILS

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

CSL-31

JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

CITY OF SAN LUIS
MERRILL AVENUE IMPROVEMENTS
CO. 22ND ST. TO LOS OROS ST. - PHASE 2

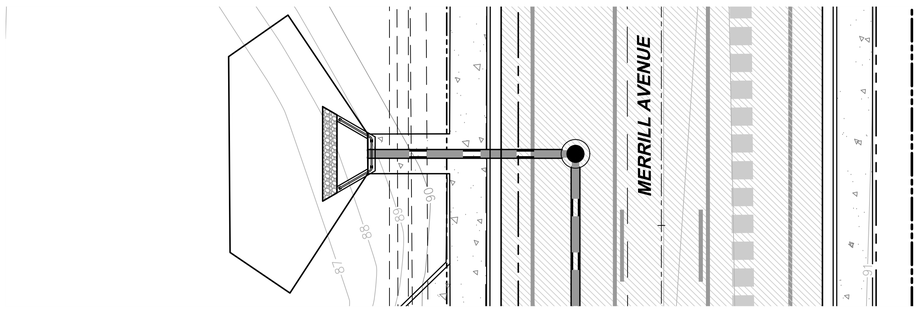
HEADWALL DETAILS

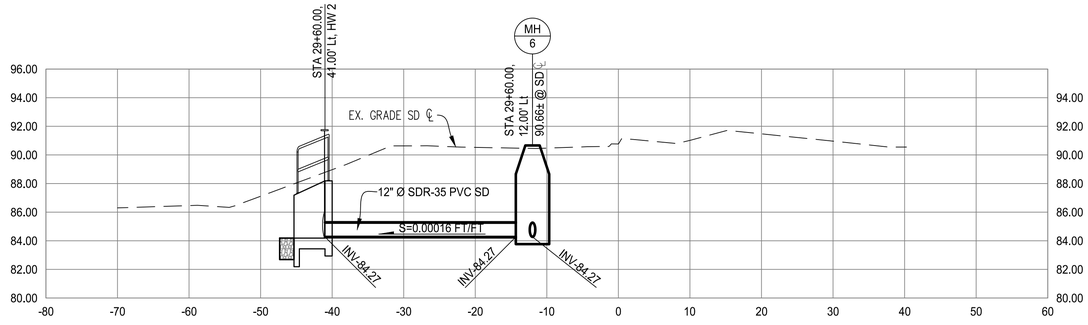
Registered Professional Engineer (Civil) CERTIFICATE NO. 20902 JAMES V. DAVEY Date Signed 3/5/26 ARIZONA, U.S.A.

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: T.S.
DRAWN BY: R.C.
APPROVED BY: J.V.D.
SHEET D-1
MARCH 05, 2026

CORE ENGINEERING GROUP, PLLC
200 East 16th Street, Suite 150
Yuma, AZ 85364
V – 928.344.5931 F – 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com
Core Project No. 26-032





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CITY OF SAN LUIS
MERRILL AVENUE IMPROVEMENTS
CO. 22ND ST. TO LOS OROS ST. - PHASE 2

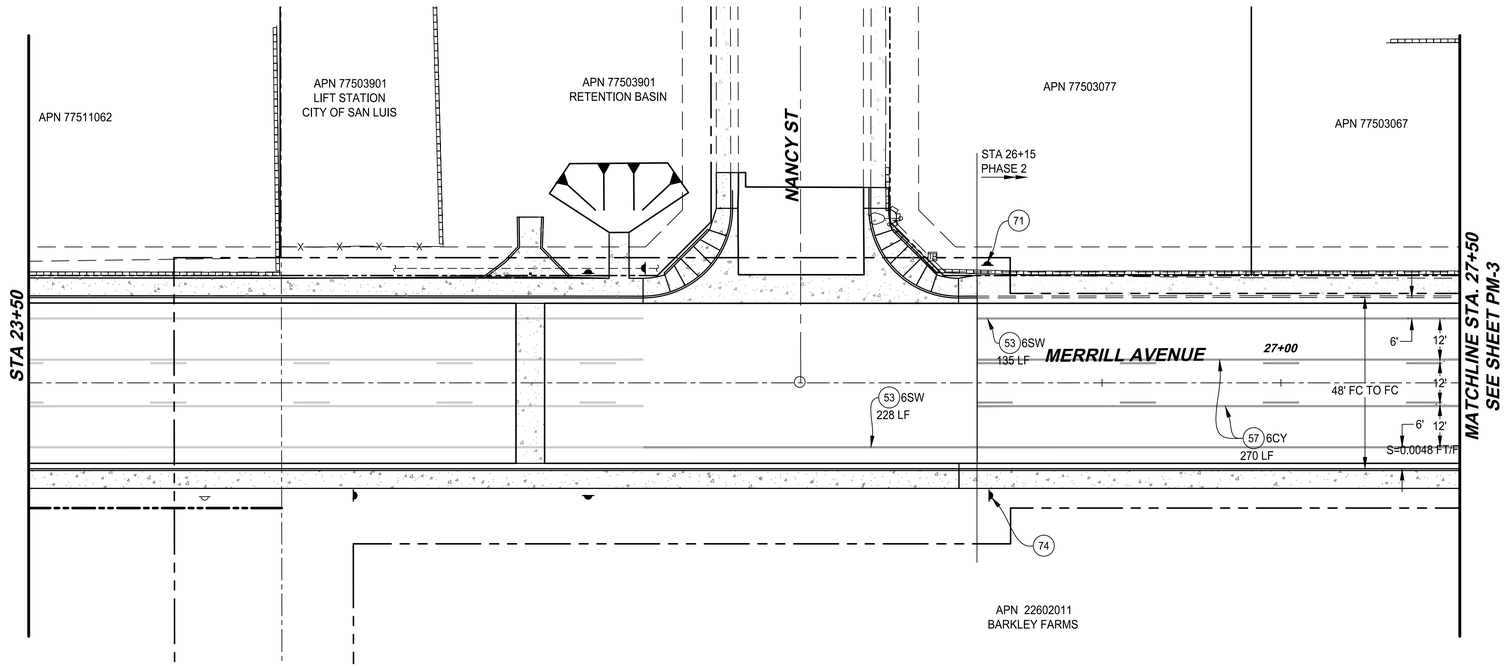
CROSS SECTIONS

Registered Professional Engineer (Civil)
CERTIFICATE NO.
20902
JAMES V.
DAVEY
Date Signed 03/05/2026
ARIZONA, U.S.A.

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: T.S.
DRAWN BY: R.C.
APPROVED BY: J.V.D.
SHEET X-2
MARCH 05, 2026

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www.CoreEngineeringGroup.com
Core@core-e-g.com
Core Project No. 26-032



0 20' 40'

HORIZONTAL SCALE: 1" = 20'

CONSTRUCTION NOTES		U/M	QTY
53	PAVEMENT MARKING, 6" SOLID WHITE THERMOPLASTIC (6SW)	LF	363
57	PAVEMENT MARKING, 6" COMBINATION YELLOW THERMOPLASTIC (6CY)	LF	270
71	NO PARKING ANY TIME SIGN, RIGHT ARROW WITH POST (MUTCD R7-1R, 12"X18")	EA	1
74	BIKE LANE SIGN, (MUTCD R3-17, 30"X24")	EA	1

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JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

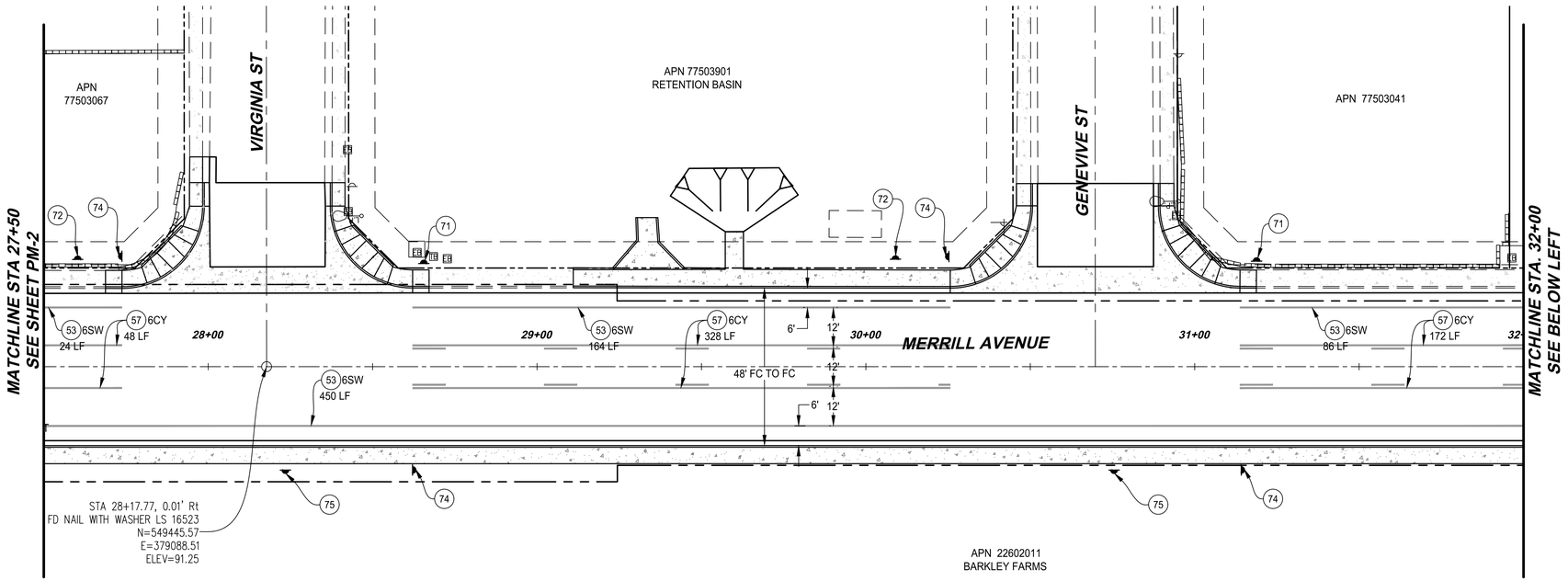
CITY OF SAN LUIS
MERRILL AVENUE IMPROVEMENTS
CO. 22ND ST. TO LOS OROS ST. - PHASE 2
PAVEMENT MARKINGS PLAN
STA 23+50 TO STA 27+50

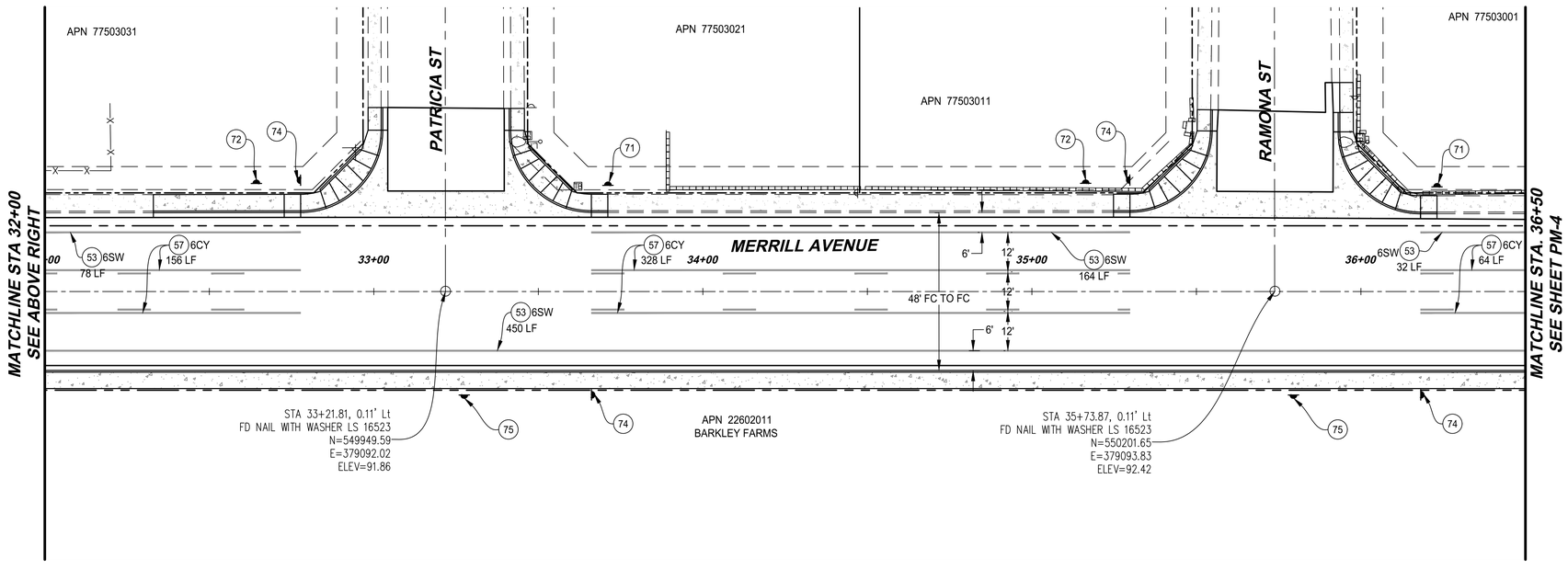
Registered Professional Engineer (Civil)
CERTIFICATE NO.
20902
JAMES V.
DAVEY
Date Signed 03/05/26
ARIZONA, U.S.A.

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: T.S.
DRAWN BY: R.C.
APPROVED BY: J.V.D.
SHEET PM-2
MARCH 05, 2026

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www.CoreEngineeringGroup.com
Core@core-e-g.com
Core Project No. 26-032





0 20' 40'

HORIZONTAL SCALE: 1" = 20'

CONSTRUCTION NOTES		U/M	QTY
53	PAVEMENT MARKING, 6" SOLID WHITE THERMOPLASTIC (6SW)	LF	1415
57	PAVEMENT MARKING, 6" COMBINATION YELLOW THERMOPLASTIC (6CY)	LF	1096
71	NO PARKING ANY TIME SIGN, RIGHT ARROW WITH POST (MUTCD R7-1R, 12"X18")	EA	4
72	NO PARKING ANY TIME SIGN, LEFT ARROW WITH POST (MUTCD R7-1L, 12"X18")	EA	4
74	BIKE LANE SIGN, (MUTCD R3-17, 30"X24")	EA	8
75	BIKE LANE - NO PARKING SIGN, (MUTCD R7-9A, 12"X18")	EA	4

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CONSULTING CIVIL ENGINEERS
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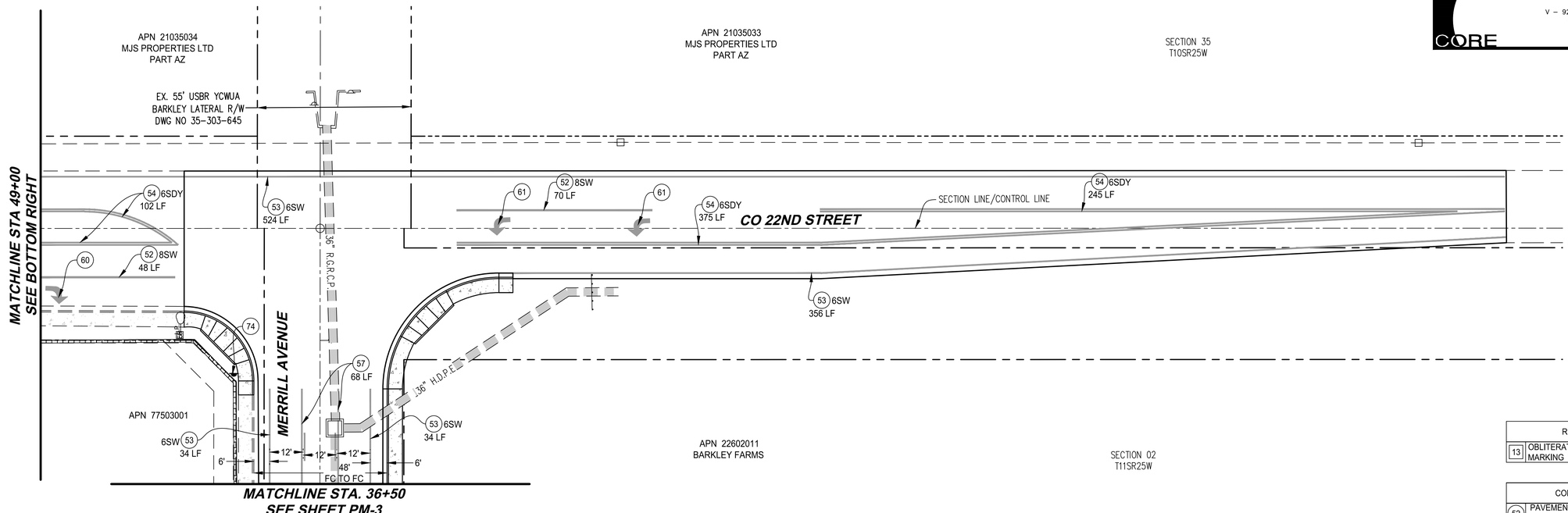
CITY OF SAN LUIS
MERRILL AVENUE IMPROVEMENTS
CO. 22ND ST. TO LOS OROS ST. - PHASE 2
PAVEMENT MARKINGS PLAN
STA 27+50 TO STA 36+50

Registered Professional Engineer (Civil) CERTIFICATE NO. 20902 JAMES V. DAVEY Date Signed/Expires ARIZONA, U.S.A.

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

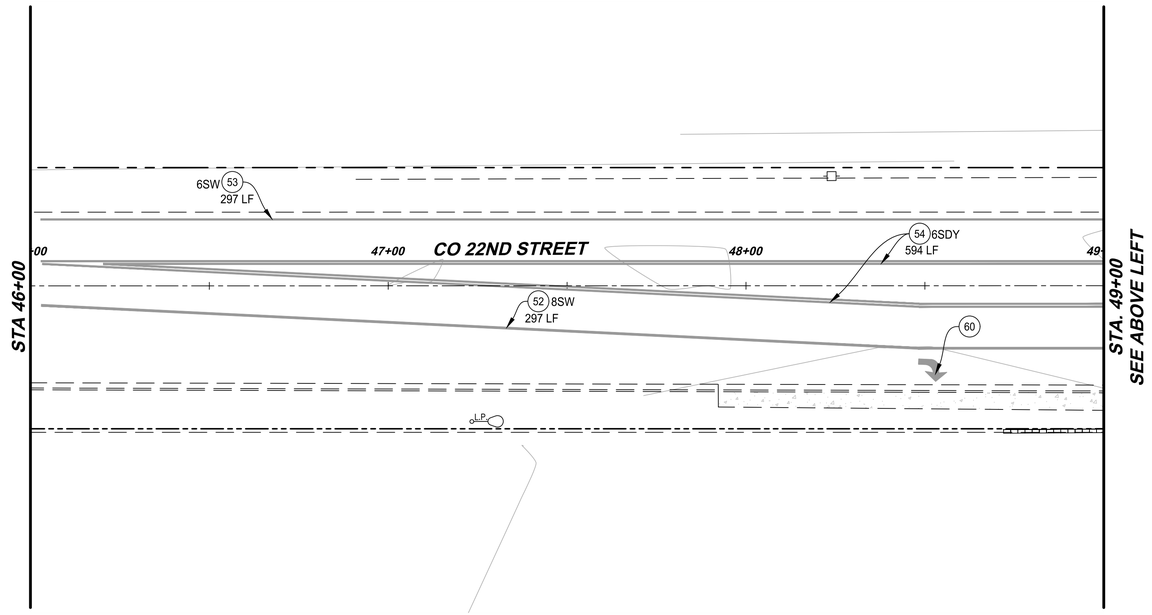
DESIGNED BY: T.S.
DRAWN BY: R.C.
APPROVED BY: J.V.D.
SHEET PM-3
MARCH 05, 2026

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V – 928.344.5931 F – 928.344.5932
www.CoreEngineeringGroup.com
Core@core-e-g.com
Core Project No. 26-032



REMOVAL NOTES		U/M	QTY
13	OBLITERATE EXISTING PAVEMENT MARKING	LS	1

CONSTRUCTION NOTES		U/M	QTY
52	PAVEMENT MARKING, 8" SOLID WHITE THERMOPLASTIC (8SW)	LF	415
53	PAVEMENT MARKING, 6" SOLID WHITE THERMOPLASTIC (6SW)	LF	1245
54	PAVEMENT MARKING, 6" SOLID DOUBLE YELLOW THERMOPLASTIC (6SDY)	LF	1316
57	PAVEMENT MARKING, 6" COMBINATION YELLOW THERMOPLASTIC (6CY)	LF	68
60	PAVEMENT MARKING, RIGHT ARROW - WHITE THERMOPLASTIC	EA	2
61	PAVEMENT MARKING, LEFT ARROW - WHITE THERMOPLASTIC	EA	2
74	BIKE LANE SIGN, (MUTCD R3-17, 30"X24")	EA	1



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JAMES DAVEY AND ASSOCIATES
CONSULTING CIVIL ENGINEERS
1025 W. 24th Street, Suite 2 - YUMA, AZ 85364 - (928) 782-7926

CITY OF SAN LUIS
MERRILL AVENUE IMPROVEMENTS
CO. 22ND ST. TO LOS OROS ST. - PHASE 2
PAVEMENT MARKINGS PLAN
STA 49+00 TO STA 54+50

Registered Professional Engineer (Civil) CERTIFICATE NO. 20902 JAMES V. DAVEY Date Signed 03/05/2026 ARIZONA, U.S.A.

PREPARED FOR:
CITY OF SAN LUIS
COMMUNITY DEVELOPMENT
SAN LUIS, AZ 85349
(928) 341-8584

DESIGNED BY: T.S.
DRAWN BY: R.C.
APPROVED BY: J.V.D.
SHEET PM-4
MARCH 05, 2026

CITY OF SAN LUIS

AGREEMENT
FOR THE CONSTRUCTION OF
CITY OF SAN LUIS
Merrill Avenue Improvements - County 22nd Street to Los Oros Street Phase 2

This agreement ("Contract") is made on Wednesday, April 22, 2026, by and between:

Gutierrez Canales Engineering, PC. 3136 East 33rd Place YUMA, AZ 85365 Professional Corporation (PC) ("Contractor") and	City of San Luis 1090 East Union Street [physical address] P.O. Box 7740 [mailing address] San Luis, Arizona 85349 an Arizona municipal corporation ("City" or "City of San Luis")

The Contractor and City may be referred to individually as the "Party" and collectively as the "Parties." All defined words in the document titled "General Conditions of the Contract" ("General Conditions"), which was provided in the City's Request for Proposals ("RFP"), Merrill Avenue Improvements - County 22nd Street to Los Oros Street Phase 2 (CDBG Contract #108-26), 2026-RFP-00000003, 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 – Merrill Avenue Improvements - County 22nd Street to Los Oros Street Phase 2 (CDBG Contract #108-26) ("Project"), per the Contractor's bid of April 7, 2026 ("Proposal") and to completely and totally remove and install the materials therein for the City, in a good workmanlike and substantial manner and to the satisfaction of the City through its engineers ("ENGINEERS"), or the ENGINEERS' properly authorized agents and strictly pursuant to and in conformity with the plans and specification prepared by the ENGINEERS, and with such modifications of the same and other documents that the City may make through the ENGINEERS or the ENGINEERS' properly authorized agents, as provided herein; and

WHEREAS, San Luis City Council, at a properly noticed open meeting, awarded the bid to the Contractor on April 22, 2026;

NOW, THEREFORE, the above recitals are incorporated into this Contract. In consideration of the City paying the sum of $898,656.99 to the Contractor and the Contractor constructing the Merrill Avenue Improvements - County 22nd Street to Los Oros Street Phase 2 (CDBG Contract #108-26) and other work incidental in the manner and at the time provided in this Contract, and in consideration of the other mutual benefits and obligations contained in this Contract, the Parties agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY:	Jenny Torres, City Manager City of San Luis, Arizona Telephone: (928) 341-8520 E-mail: jtorres@sanluisaz.gov
CITY PROJECT MANAGER:	Oscar M. Barnett, Project Manager City of San Luis Telephone: (928) 341-8577 E-mail: obarnett@sanluisaz.gov
CONTRACTOR:	Gutierrez Canales Engineering, PC. 3136 East 33rd Place YUMA, AZ 85365 Telephone: (928) 246-4760 E-mail: rangulo@gce-pc.com
CONTRACTOR MANAGER:	Reynaldo Angulo Gutierrez Canales Engineering, PC. Telephone: (928) 246-4760 E-mail: rangulo@gce-pc.com
PROJECT ENGINEER / DESIGNER:	Raul Centeno, Civil Technician Core Engineering Group, PLLC. Telephone: (928) 344-5931 E-mail: rcenteno@core-e-g.com
PROJECT DESCRIPTION:	City of San Luis, Merrill Avenue Improvements - County 22nd Street to Los Oros Street Phase 2 (CDBG Contract #108-26)
PROJECT LOCATION:	City of San Luis, Arizona, east of Rancho Los Oros Subdivision on Merrill Avenue between County 22nd Street and County 22-1/2 Street.

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. 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);
7. 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;
8. Bid documents {including but not limited to the advertisement for bids, bid schedule, addenda (if any), additive bid items (if any), and the Proposal;
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 - 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, including but not limitd to the following

major components of the construction services and the corresponding subsections of Section 4 of the General Conditions.

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

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

4-1.05 The Contractor shall comply with all terms and conditions as set forth within 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 including 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 4 - 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 5 - CONTRACT TIME

6-1 Contract Time.

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

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

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

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

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

6-3 Final Completion and Final Acceptance.

6-3.01 The Parties expressly agree by this writing that Final Completion (as defined in Section 2.14 of the General Conditions) must be obtained by **no later than one hundred twenty (120) 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 one hundred twenty (120) 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 **$840.00** for each consecutive calendar Day after the one hundred twenty (120) 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 $840.00 per day is consistent

with Section 6.4 of the General Conditions and its reference to Subsection 108.9 of the 2016 City of San Luis Supplement to the 2015 MAG Uniform Standard Specification for Public Works Construction.)

6-4.02 The City may deduct liquidated damages described in Subsection 6-4.01 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 6 - 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 $898,656.99.

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 7 - PAYMENT

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

ARTICLE 8 - CHANGES TO THE CONTRACT

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

ARTICLE 9 - TERMINATION

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

ARTICLE 10 - 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 11 - INDEMNIFICATION

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

ARTICLE 12 - 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 13 - 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 14 - 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. Parties shall submit their original, wet ink signature of this document to the San Luis Clerks Office for recording purposes.

ARTICLE 15 - 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.

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

Attest:

SIGNATURE

Sonia Cornelio, City Clerk

FULL NAME, TITLE

DATE SIGNED

City of San Luis, Arizona

SIGNATURE

Nieves Riedel, Mayor

FULL NAME, TITLE

DATE SIGNED

Approved As to Form

SIGNATURE

Joseph D. Estes, City Attorney

FULL NAME, TITLE

DATE SIGNED

Gutierrez Canales Engineering, PC.

SIGNATURE

Reynaldo Angulo

FULL NAME

DATE SIGNED

AGENDA ITEM REVIEW FORM

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

Meeting Date: 04/22/2026

Department Head: Armando Esparza, Director of Economic Development, Economic Development

Submitted By: Armando Esparza, Director of Economic Development, Economic Development

Action Requested: Motion

ITEM:

Presentation to City Council followed by discussion and possible direction to staff on any and all matters regarding the nominations for Opportunity Zones for the City of San Luis. **(Armando Esparza, Director of Economic Development and Government Affairs)**

SUMMARY:

On April 1 and April 2, 2026, staff attended the Arizona Development Finance & Opportunity Zones Summit, where guidance was provided regarding the upcoming Opportunity Zone designation process. Following the summit, staff is seeking Council direction to recommend Census Tracts 04027011403 and 04027011601 to Yuma County and the Arizona Commerce Authority (ACA) for Opportunity Zone designation. Opportunity Zones are a federal economic development tool established in 2017 that incentivizes private investment in low-income and distressed communities through capital gains tax benefits. The State, through the Governor's Office and ACA, will nominate a limited number of eligible census tracts based on local recommendations, development readiness, and the potential to attract near-term private investment.

Staff evaluated eligible tracts within San Luis and identified these two tracts as the strongest candidates based on qualifying economic conditions, proximity to infrastructure, and alignment with current and planned development activity, including infrastructure investments, healthcare expansion, and commercial development opportunities. Designation would enhance the City's ability to attract private capital and support new development projects. Additionally, Opportunity Zone designation can be leveraged alongside other financing tools, such as New Markets Tax Credits and Federal Historic Preservation Tax Incentives.

Staff is seeking Council direction to proceed with submitting the recommended Census Tracts 04027011403 and 04027011601 as part of the County-led process, with final nominations to be submitted to the U.S. Treasury later this year.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO DIRECT STAFF TO RECOMMEND CENSUS TRACTS 04027011403 AND 04027011601 TO THE ARIZONA COMMERCE AUTHORITY FOR OPPORTUNITY ZONE DESIGNATION.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	NO
CITY/STATE/FEDERAL FUNDS:	N/A

TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	N/A

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

No fiscal impact associated with this item.

Attachments

PP Presentation

ECONOMIC DEVELOPMENT

CITY OF SAN LUIS, ARIZONA

Opportunity Zone Recommendations for San Luis

City Council Update

What Are Opportunity Zones (OZs)?

- Federal economic development tool created under the Tax Cuts and Jobs Act of 2017
- Provides capital gains tax incentives to investors who reinvest in designated low-income areas
- Designed to drive private investment into underserved communities
- Now OZ 2.0 (2026 reauthorization) with updated eligibility criteria from OBBB Act
- In Arizona, OZs have already generated $2.65B+ in investment, one of the highest totals nationally (ACA)



Nomination Process

- The Governor nominates up to 25% of eligible census tracts in the state
- The Arizona Commerce Authority (ACA) manages the process and submits to U.S. Treasury
- **Yuma County** leads the recommendation process regionally
- City of San Luis provide formal recommendations to the County, which are then forwarded to ACA
- ACA emphasizes local input and readiness for investment



Eligible Census Tracts

- Eligible tracts:
  - **04027011403** – Severe distress, strong eligibility
  - **04027011601** – Severe distress, strong eligibility
  - **04027011407** – Eligible but less competitive relative to others
- **Selection Criteria**
  - Infrastructure readiness
  - Development potential and zoning
  - Access to workforce and population centers
  - Ability to attract **near-term private investment**



Clear all

< 474 of 484 >

Tract 04027011403: Eligible - Rural

2024 Median Family Income	$47,966
Percentage of Median Family Income Threshold	67.43%
Poverty Rate	23.20%

Census Tract 04027011403 is OZ 2.0 Eligible

This tract is Rural for the purposes of Opportunity Zones.

This tract is New Market Tax Credit Eligible - Severe Distress .

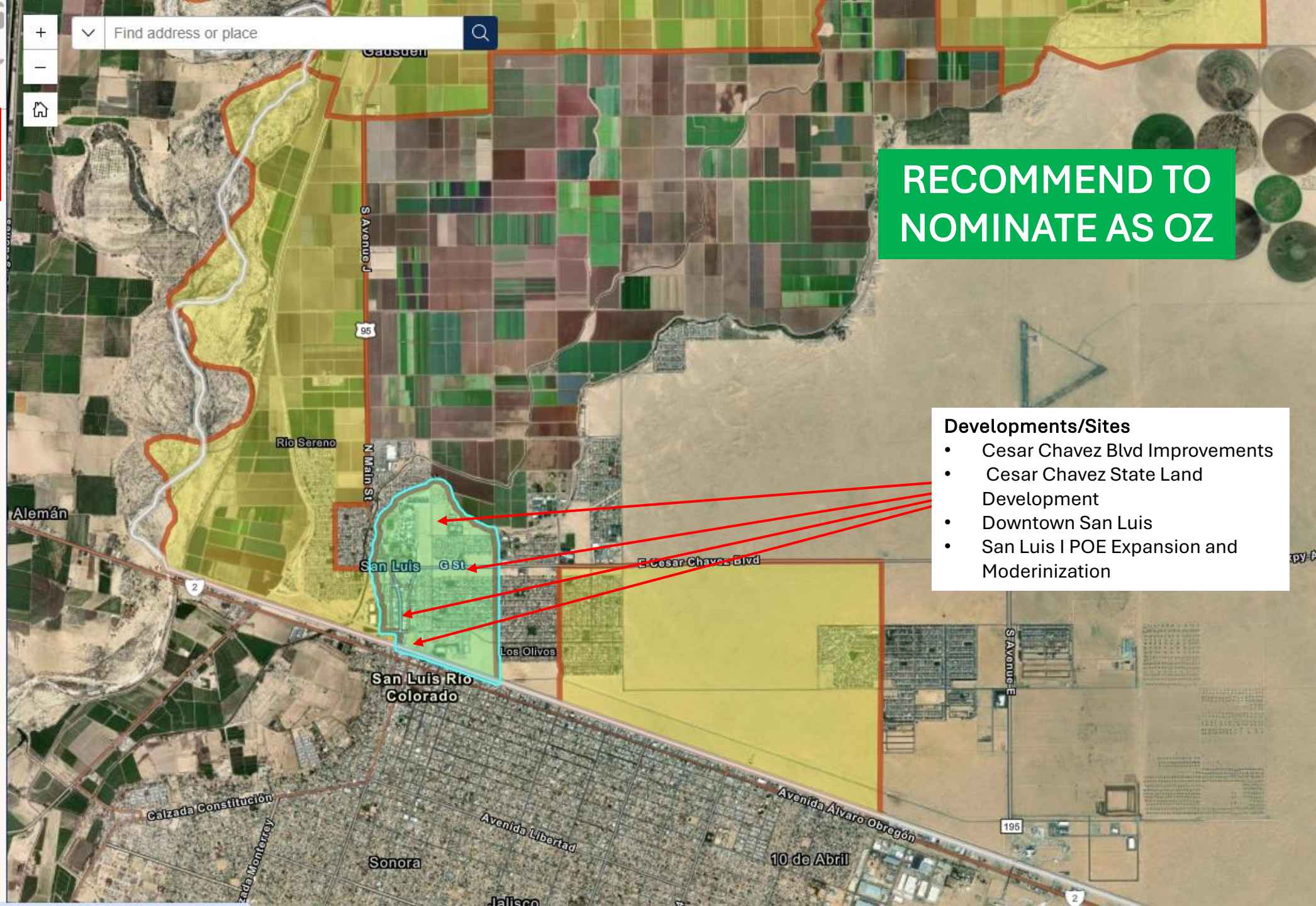
This tract is in Yuma County and Yuma, AZ Metro Area.

Find address or place

RECOMMEND TO NOMINATE AS OZ

Developments/Sites

- Cesar Chavez Blvd Improvements
- Cesar Chavez State Land Development
- Downtown San Luis
- San Luis I POE Expansion and Moderinization



Clear all

< 471 of 484 >

Tract 04027011601: Eligible - Rural

2024 Median Family Income	$63,865
Percentage of Median Family Income Threshold	89.78%
Poverty Rate	25.80%

Census Tract 04027011601 is OZ 2.0 Eligible

This tract is Rural for the purposes of Opportunity Zones.

This tract is New Market Tax Credit Eligible - Severe Distress .

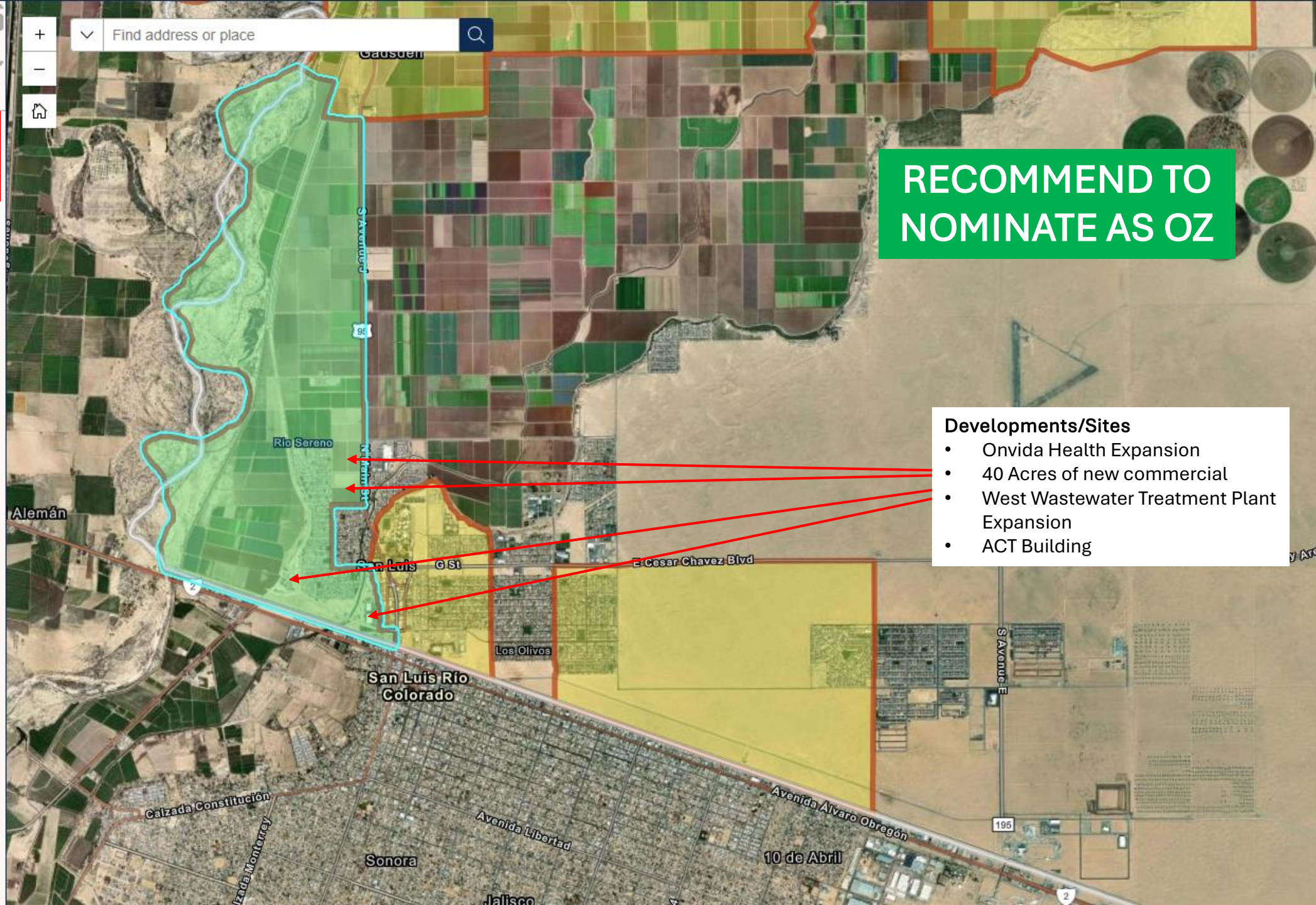
This tract is in Yuma County and Yuma, AZ Metro Area.

Find address or place

RECOMMEND TO NOMINATE AS OZ

Developments/Sites

- Onvida Health Expansion
- 40 Acres of new commercial
- West Wastewater Treatment Plant Expansion
- ACT Building



Clear all

< 480 of 484 >

Tract 04027011407: Eligible - Rural

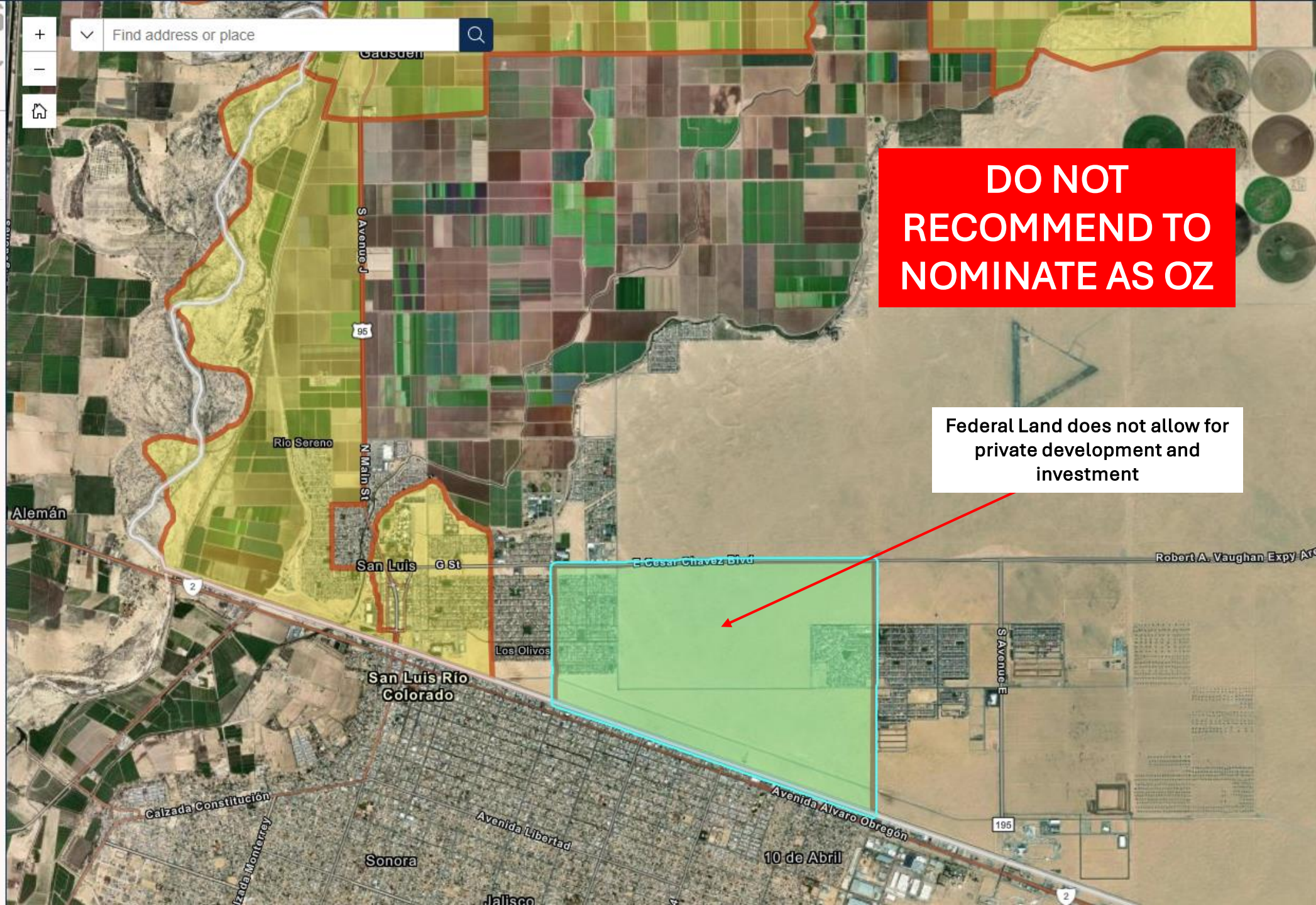
2024 Median Family Income	$56,012
Percentage of Median Family Income Threshold	78.74%
Poverty Rate	27.30%

Census Tract 04027011407 is OZ 2.0 Eligible

This tract is Rural for the purposes of Opportunity Zones.

This tract is New Market Tax Credit Eligible - Severe Distress .

This tract is in Yuma County and Yuma, AZ Metro Area.



Recommendations

- Prioritize **04027011403 and 04027011601**
- These tracts align with **existing and planned investment activities**
- Positions San Luis to capture private investment tied to border growth and POE expansion
- Supports state land development, healthcare expansion, and downtown revitalization
- Enhances competitiveness for:
  - Retail and commercial development
  - Workforce housing and mixed-use projects



Questions?



AGENDA ITEM REVIEW FORM

Regular City Council Meeting **9.**

Meeting Date: 04/22/2026

Department Head: Joe Estes, City Attorney, Attorney's Office

Submitted By: Justin Neuman, Paralegal, Attorney's Office

Action Requested: Motion

ITEM:

EXECUTIVE SESSION:

Discussion and possible action to hold an Executive Session pursuant to A.R.S. §§ 38-431.03(A)(3), and (4) on any and all matters regarding the litigation of San Luis v. Border Ranches II and San Luis v. Rogers; consultation for legal advice with the city attorneys, in order to consider its position and instruct its attorneys and representatives about the City Council's position on contracts that are the subject of negotiations, in litigation or in settlement discussions conducted in order to resolve litigation (under subsection 4) allowed in executive sessions. **(Joe Estes, Interim City Attorney and Outside Counsel Sims Mackin Ltd.)**

SUMMARY:

The city's attorneys can properly advise the Council by holding an Executive Session for the purposes described in the agenda item.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §§ 38-431.03(A)(3) and (4).

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):

Fiscal impact is not applicable to this agenda item. Under A.R.S. §38-431.03(D), legal action involving a final vote or decision is not permitted to be taken at an executive session.

AGENDA ITEM REVIEW FORM

Regular City Council Meeting **11.**

Meeting Date: 04/22/2026

Department Head: Joe Estes, City Attorney, Attorney's Office

Submitted By: Justin Neuman, Paralegal, Attorney's Office

Action Requested: Motion
Order

ITEM:

DISCUSSION AND POSSIBLE ACTION ITEM:

Discussion and possible action on any and all matters regarding Order No. 2026-02, an Order of the City Council of the City of San Luis, Arizona, approving the settlement agreement for case no. S1400CV202300365 the City of San Luis versus Border Ranches II and S1400CV202300366 the City of San Luis versus Rogers in the Yuma County Superior Court; repealing conflicting provisions; and providing for severability. **(Joe Estes, Interim City Attorney)**

SUMMARY:

These settlement agreements will resolve litigation arising from the City's condemnation lawsuits against Border Ranches II and Nels Roger's filed on June 21, 2023. The settlement agreement will become effective upon execution, and the order will adopt it.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE ORDER NO. 2026-02 ACCEPTING THE TERMS OF THE ATTACHED SETTLEMENT AGREEMENTS.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	Yes
TOTAL:	$127,500
BUDGETED AMOUNT:	0
AVAILABLE AMOUNT TO TRANSFER:	N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	City Council Contingency GL Account 100-110-81000 Balance $130,500.

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

This item is only to approve the settlement agreement. If approved by the Superior Court, this cost will become the order of the Court. Payment for this fiscal year will come from the City Council Contingency GL account.

The city will pay an additional $100,000 for the property in case number S1400CV202300365 and $27,500 for the property in case number S1400CV202300366 for a total of $127,500.

Attachments

Order No. 2026-02

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Order
No. 2026-02

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING THE SETTLEMENT AGREEMENT FOR CASE NO. S1400CV202300365 THE CITY OF SAN LUIS VERSUS BORDER RANCHES II AND CASE NO. S1400CV202300366 THE CITY OF SAN LUIS VERSUS ROGERS IN YUMA COUNTY SUPERIOR COURT; REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

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

Section 1: The settlement agreement, case number S1400CV202300365, which is attached to this Order as Exhibit A, is by this Order approved and adopted.

Section 2: The settlement agreement, case number S1400CV202300366, which is attached to this Order as Exhibit B, is by this Order approved and adopted.

Section 3: If a conflict arises between the provisions of this Order and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this Order shall govern.

Section 4: If any section, subsection, sentence, clause, phrase, or portion of this Order is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction or operation of law by legislation, such decision or law shall not affect the validity of the remaining portion of this Order.

Section 5: The City Manager, the City Attorney, and all other appropriate City officials are authorized and directed to take all actions necessary or desirable to give effect to this Order.

[Intentionally left blank. Signature page follows]

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of April 2026.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Joe Estes, Interim City Attorney

Exhibit

A

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2026 by and among Border Ranches II, L.L.C., Jim D. Smith, and the City of San Luis, a municipal corporation.

RECITALS

A. Border Ranches II owns a parcel of land located on County 24th Street and Avenue E within the City, which is identified as APN 227-10-003 ("Subject Property").

B. By Order 2023-01, dated January 25, 2023, the City authorized and directed appropriate proceedings to acquire all property required for the design, construction, widening, expansion and maintenance of a portion of 21st Avenue and a portion of County 24th Street for a transportation improvement project, which includes portions of the Subject Property.

C. On June 21, 2023, the City filed a Complaint in Yuma County Superior Court against Rogers, among other parties, to condemn a portion of the Subject Property ("Litigation").

D. Upon stipulation, the Court entered an Order Granting Immediate Possession to the City and Right of Immediate Withdrawal. After the City posted a bond in the amount of $168,200 with the Yuma County Superior Court, the County withdrew $1,861.36 for payment of 2023 taxes owed and Border Ranches II withdrew $166,338.64.

E. The parties now desire to settle and compromise the Litigation and avoid the costs and risks of any further litigation based on the facts alleged therein.

AGREEMENT

NOW, THEREFORE, in consideration for the parties entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties acknowledge and expressly agree as follows:

1. After execution of this Agreement, the Parties shall execute a Stipulated Judgment in Condemnation by the court in the Litigation in which the City will pay Border Ranches II, for the fair market value of the property condemned in the Litigation, an additional $100,000 over the amount already withdrawn, and waive repayment of the costs of this Litigation, including reimbursement for the right-of-way acquisition of the Subject Property described in the Litigation under City Code Section 15.10.130(E). Nothing in this Agreement waives or modifies any impact fees, development or permit fees, infrastructure requirements, existing payback agreements applicable to future development of the property, or any other requirements under applicable City Codes or Ordinances.

2. Within thirty (30) days of execution of the Stipulated Judgment in Condemnation, the City will issue payment to Border Ranches II. Upon payment, the Parties will file a Satisfaction of Judgment and Final Order of Condemnation.

3. In consideration of the promises contained herein, Border Ranches II and Smith hereby release and forever discharge the City, its past, present and future Councilmembers, attorneys, agents, servants, representatives, employees, departments and divisions, and all named defendants in the Litigation, from any and all past or present claims, demands, obligations, actions, causes of action, rights, damages, costs, legal fees, expenses, penalties and compensation of any nature whatsoever, known or unknown, which they may now have arising out of the acts,

omissions, events, circumstances and transactions which are the subject of the Litigation. This Agreement is not intended as a release of any claims Border Ranches II or Smith may have against the City arising out of the terms of this Agreement.

4. Border Ranches II warrants that it is the sole owner of the Property and has not assigned any claims to the Litigation.

5. In the event any action is filed to enforce or defend this Agreement, the prevailing party in such action shall be entitled to, in addition to any other damages or relief available to them, an award of reasonable attorneys' fees and costs incurred in connection with such action, including in any bankruptcy or appellate proceeding.

6. In executing this Agreement, each party hereto acknowledges that it has consulted with and had the advice of counsel of its own choosing in negotiations for and preparation of this Agreement and was fully advised by counsel with respect to all rights which are affected by this Agreement.

7. For purposes of construction and interpretation, this Agreement shall be deemed to have been jointly drafted by counsel for the parties and ambiguities, if any, shall not be construed for or against any party.

8. This Agreement is made and entered into in the State of Arizona and shall in all respects be interpreted, enforced, and governed under the laws of the State of Arizona. Any dispute with respect to the performance or enforceability of this Agreement shall be filed in the Superior Court for the County of Yuma, State of Arizona.

9. This is the entire Agreement among the parties with respect to the subject matter hereof. It includes all of the terms, promises, representations and understandings made by the parties, and it supersedes any earlier written or oral understandings or agreements between the parties concerning this Agreement or settlement of the Litigation. No party hereto nor its respective attorneys or advisors or agents have made any promise, representation or warranty, whether expressed, implied or statutory, not contained herein, concerning the subject matter of this Agreement in order to induce the parties hereto to execute this Agreement, and each signatory acknowledges that such party has not executed this instrument in reliance on any promise, representation or warranty not contained herein.

10. Each party to this Agreement certifies that it has read all of this Agreement and fully understands all of the same.

11. Each party to this Agreement will cooperate reasonably and in good faith and diligently perform any further acts, deeds and things and execute and deliver any documents that may from time to time be reasonably necessary or otherwise reasonably required to consummate, evidence, confirm and/or carry out the intent and provisions of this Agreement, all without undue delay or expense and without further consideration.

12. This Agreement may be executed in counterparts and via facsimile with the same force and effect as if executed in one complete document. Any party executing this Agreement by facsimile shall provide the other party with an originally executed Agreement within five days.

13. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under any law applicable to the terms hereof, then the remainder of this Agreement shall not be affected thereby.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, affiliates, directors, officers, members and assigns; provided, however, the foregoing shall not be deemed or construed to confer any right, title, benefit, cause of action or remedy upon any person or entity not a party hereto, which such party would not nor did not otherwise possess.

15. By executing this Agreement, the City warrants that this Agreement has been duly and lawfully approved at a properly noticed meeting of the City Council of the City of San Luis.

16. The waiver by any party of any right granted to it hereunder shall not be deemed a waiver of any other right.

17. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511, but the parties hereto do not believe any such reasons for cancellation of this Agreement pursuant to said statute now exist.

18. This Agreement shall be effective upon the execution by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

BORDER RANCHES II

By:_____
Name:_____
Title:_____

JIM D. SMITH

By:_____
Name:_____
Title:_____

CITY OF SAN LUIS

By:_____

ATTEST:

_____
City Clerk

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Nels Rogers on behalf of Border Ranches II.

_____
Notary Public

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Jim D. Smith.

_____
Notary Public

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, Mayor of the City of San Luis for and on behalf of the City of San Luis.

_____
Notary Public

My Commission Expires:

_____

Exhibit

B

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2026 by and among Nels Rogers ("Rogers") and the City of San Luis, a municipal corporation ("City").

RECITALS

A. Rogers owns a parcel of land located on County 24th Street and 21st Avenue within the City, which is identified as APN 227-10-004, and which contains a wastewater lift station that is owned and operated by the City ("Subject Property").

B. By Order 2023-01, dated January 25, 2023, the City authorized and directed appropriate proceedings to acquire all property required for the design, construction, widening, expansion and maintenance of a portion of 21st Avenue and a portion of County 24th Street for a transportation improvement project and to acquire fee title to the land on which the wastewater lift station is located, both of which include portions of the Subject Property.

C. On June 21, 2023, the City filed a Complaint in Yuma County Superior Court against Rogers, among other parties, to condemn a portion of the Subject Property ("Litigation").

D. Upon stipulation, the Court entered an Order Granting Immediate Possession to the City and Right of Immediate Withdrawal. After the City posted a bond in the amount of $27,500 with the Yuma County Superior Court, the County withdrew $3,206.48 for payment of 2023 taxes owed and Rogers withdrew $24,293.52.

E. The parties now desire to settle and compromise the Litigation and avoid the costs and risks of any further litigation based on the facts alleged therein.

AGREEMENT

NOW, THEREFORE, in consideration for the parties entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties acknowledge and expressly agree as follows:

1. Rogers shall submit a completed Subdivision Application Form (2 pages) together with all required documentation as listed in the application submittal checklist and in accordance with the Subdivision Regulations to correct the lot split/lot tie that occurred in or about 2017 and 2019. The Subdivision Application shall be processed administratively in accordance with State law.

2. Rogers will also submit a rezoning application to the City for general commercial (C-2) zoning of the Subject Property. Upon Rogers' submission of a complete rezoning application, the rezoning application can proceed through the legislative process concurrently with the application for minor general plan amendment as discussed in Section 3 below.

3. Upon approval of the Subdivision Application concerning the 2017/2019 lot split/lot tie and submission of a complete rezoning application, City Staff will re-set Minor Amendment Case No. 2022-0029, continued by action on February 8, 2022, for a new public hearing and action by the Planning and Zoning Commission along with the rezoning application.

4. Following Planning and Zoning Commission hearing and action on Minor Amendment Case No. 2022-0029 and rezoning application, City Staff agrees to recommend

approval of both applications to the City Council subject to compliance with all applicable City codes and regulations in the future development of the Subject Property.

5. The City agrees that in connection with the subdivision application, rezoning application, and minor general plan amendment for the Subject Property: i) the City shall waive the application fees associated with the subdivision and rezoning applications; ii) Rogers shall not be required to dedicate additional right-of-way beyond interior streets within the Subject Property; and iii) the City shall waive any right to reimbursement for litigation costs and right-of-way acquisition costs associated with the Subject Property under City Code Section 15.10.130(E). Except as expressly stated herein, nothing in this Agreement waives or modifies any impact fees, development or permit fees, infrastructure requirements, existing payback agreements, or any other applicable requirements under City Code or Ordinances

6. The Parties agree that the Litigation shall remain pending while the events outlined in Sections 1 through 4 above proceed. In the event Rogers does not file the Subdivision Application or rezoning application set forth in Section 1 above within ninety (90) days of execution of this Agreement, the Agreement shall automatically terminate, and the Litigation will resume unless the Parties agree in writing to extend or amend the Agreement prior to its termination.

7. Promptly after the effective date of a minor general plan amendment and rezoning of the Subject Property, if approved, the Parties shall execute a Stipulated Judgment in Condemnation by the court in the Litigation in which the City will pay Rogers, for the fair market value of the property condemned in the Litigation, an additional $27,500 over the amount Rogers has already withdrawn.

8. Within thirty (30) days of execution of the Stipulated Judgment in Condemnation, the City will issue payment to Rogers. Upon payment, the parties will file a Satisfaction of Judgment and Final Order of Condemnation.

9. The Parties' obligations under this Agreement are conditioned upon City approval of the Subdivision Application, minor general plan amendment and rezoning of the Subject Property. If the City does not approve any of these, this Agreement shall automatically terminate and the Litigation resumed.

10. In consideration of the promises contained herein, Rogers hereby releases and forever discharges the City, its past, present and future Councilmembers, attorneys, agents, servants, representatives, employees, departments and divisions, and all named defendants in the Litigation, from any and all past or present claims, demands, obligations, actions, causes of action, rights, damages, costs, legal fees, expenses, penalties and compensation of any nature whatsoever, known or unknown, which Rogers may now have arising out of the acts, omissions, events, circumstances and transactions which are the subject of the Litigation. This Agreement is not intended as a release of any claims Rogers may have against the City arising out of the terms of this Agreement.

11. Rogers warrants that it is the sole owner of the Property and has not assigned any claims to the Litigation.

12. In the event any action is filed to enforce or defend this Agreement, the prevailing party in such action shall be entitled to, in addition to any other damages or relief available to them, an award of reasonable attorneys' fees and costs incurred in connection with such action, including in any bankruptcy or appellate proceeding.

13. In executing this Agreement, each party hereto acknowledges that it has consulted with and had the advice of counsel of its own choosing in negotiations for and preparation of this Agreement and was fully advised by counsel with respect to all rights which are affected by this Agreement.

14. For purposes of construction and interpretation, this Agreement shall be deemed to have been jointly drafted by counsel for the parties and ambiguities, if any, shall not be construed for or against any party.

15. This Agreement is made and entered into in the State of Arizona and shall in all respects be interpreted, enforced, and governed under the laws of the State of Arizona. Any dispute with respect to the performance or enforceability of this Agreement shall be filed in the Superior Court for the County of Yuma, State of Arizona.

16. This is the entire Agreement among the parties with respect to the subject matter hereof. It includes all of the terms, promises, representations and understandings made by the parties, and it supersedes any earlier written or oral understandings or agreements between the parties concerning this Agreement or settlement of the Litigation. No party hereto nor its respective attorneys or advisors or agents have made any promise, representation or warranty, whether expressed, implied or statutory, not contained herein, concerning the subject matter of this Agreement in order to induce the parties hereto to execute this Agreement, and each signatory acknowledges that such party has not executed this instrument in reliance on any promise, representation or warranty not contained herein.

17. Each party to this Agreement certifies that it has read all of this Agreement and fully understands all of the same.

18. Each party to this Agreement will cooperate reasonably and in good faith and diligently perform any further acts, deeds and things and execute and deliver any documents that may from time to time be reasonably necessary or otherwise reasonably required to consummate, evidence, confirm and/or carry out the intent and provisions of this Agreement, all without undue delay or expense and without further consideration.

19. This Agreement may be executed in counterparts and via facsimile with the same force and effect as if executed in one complete document. Any party executing this Agreement by facsimile shall provide the other party with an originally executed Agreement within five days.

20. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under any law applicable to the terms hereof, then the remainder of this Agreement shall not be affected thereby.

21. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, affiliates, directors, officers, members and assigns; provided, however, the foregoing shall not be deemed or construed to confer any right, title, benefit, cause of action or remedy upon any person or entity not a party hereto, which such party would not nor did not otherwise possess.

22. By executing this Agreement, the City warrants that this Agreement has been duly and lawfully approved at a properly noticed meeting of the City Council of the City of San Luis.

23. The waiver by any party of any right granted to it hereunder shall not be deemed a waiver of any other right.

24. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511, but the parties hereto do not believe any such reasons for cancellation of this Agreement pursuant to said statute now exist.

25. This Agreement shall be effective upon the execution by the Parties.

IN WITNESS WHEREOF, Rogers and the City have executed this Agreement.

NELS ROGERS

By:_____
Name:_____
Title:_____

CITY OF SAN LUIS

By:_____

ATTEST:

_____
City Clerk

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Nels Rogers.

_____
Notary Public

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
County of Yuma)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, Mayor of the City of San Luis for and on behalf of the City of San Luis.

_____
Notary Public

My Commission Expires:

_____