



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, May 13, 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, 13 de Mayo 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, Actuaría de la Ciudad



AGENDA
Regular Meeting
San Luis City Council
Council Chambers
1090 E. Union Street
San Luis, AZ 85349
May 13, 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 6:00 P.M.

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(l), Members of the City Council shall not discuss or take legal action on matters raised during an open call to the public that are not properly noticed on this agenda for discussion and legal action. At the conclusion of an open call to the public, individual Members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda.

5. PROCLAMATION

5. A. Proclamation on National Public Works Week - May 17-23, 2026 **Proclaimed**

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** **Approved**
 - Regular Council meeting held April 8, 2026
6. B. **DISBURSEMENTS** **Approved**
From April 15, 2026 to May 4, 2026
Total \$1,713,964.91 (One Million, Seven Hundred Thirteen Thousand, Nive Hundred Sixty-Four Dollars and Ninety-One Cents)
7. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
7. A. Discussion and possible action on any and all matters regarding the purchase of a new Zoll Cardiac Monitor. **(Angel Ramirez, Fire Chief)** **Approved**
7. B. Discussion and possible action on any and all matters regarding the City of San Luis Business Center Electrical Service and Exhaust Project. **(Eulogio Vera, Director of Public Works)** **Approved**
7. C. Discussion and possible action on any and all matters regarding the approval of Amendment No. 1 to the Intergovernmental Agreement (IGA) between the City of San Luis and the Arizona Department of Transportation (ADOT) for the US 95 Raised Median Project. **(Manuel Hernandez, Assistant Director of Public Works)** **Approved**
7. D. Discussion and possible action on any and all matters regarding the approval of additional funding for ADOT project administrative fees and right of way and environmental clearances for the Los Alamos Street & 10th Avenue Curve Realignment Project (ADOT Project No. T044201D/03D). **(Manuel Hernandez, Assistant Director of Public Works)** **Approved**

7. E. Discussion and possible action on any and all matters regarding the award of a contract to DPE Construction, Inc. for Lakin Drive Subsidence Issue - Road Improvement Construction project. **(Tomas Sanchez, City Engineer)** **Approved**
7. F. Discussion and possible action on any and all matters regarding the award of a contract to Kimley Horn and Associates, Inc. for environmental professional services for the 10th Avenue Widening Project - Cesar Chavez Boulevard to County 22nd Street. **(Tomas Sanchez, City Engineer)** **Approved**
7. G. Discussion and possible action on any and all matters regarding Resolution No. 2398. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, a Municipal Corporation of Arizona, authorizing the submission of an application for additional financial assistance from the Water Infrastructure Finance Authority of Arizona (WIFA) through the Clean Water State Revolving Fund program to support the expansion of the West Wastewater Treatment Plant. **(Roula Encinas, Director of Finance)** **Approved**
7. H. Public hearing followed by discussion and possible action on any and all matters regarding Minor Amendment Case No. 2026-0062 - Colibri Townhomes and Resolution No. 2397. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the 2040 General Plan to change the land use designation of lots 32 through 36 of the Plaza Colibri Commercial Subdivision totaling 6.71 acres from Commercial (C) to Medium Density Residential (MDR); Repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Development Services)** **Continued to a Future Meeting**

A. Staff presentation

- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on Resolution No. 2397

7. I. Public Hearing followed by **Continued to a Future Meeting**
 discussion and possible action on any
 and all matters regarding Rezoning
 Case No. 2026-0063 - Colibri
 Townhomes and Ordinance No.
 483. An Ordinance of the Mayor and
 City Council of the City of San Luis,
 Arizona, amending the Official Zoning
 Map of the City of San Luis by
 changing the zoning classification of
 lots 32 through 36 of the Plaza Colibri
 Commercial Subdivision totaling 6.71
 acres from Community Commercial
 (C-2) to Medium-High Density
 Residential (R-2); repealing any
 conflicting provisions; and providing
 for severability. **(Jose A. Guzman,
 Director of Development Services)**

- A. Staff presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on Ordinance No. 483 by
title only
- F. Action on Ordinance No. 483

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: Executive Session Held

Discussion and possible action to
 hold an executive session pursuant
 to A.R.S. § 38-431.03(A)(1), (3) and
 (4) on any and all matters relating to
 the position of Magistrate to discuss
 or consider employment, assignment,
 appointment, including possible
 discussion of confirmation of
 appointment and/or discussion of
 approval of terms and/or conditions
 pursuant to San Luis City Code §
 34.20, and consultation with the
 City Attorney or City's
 attorneys regarding the same. **(Joe**

Estes, Interim City Attorney)

**10. MOTION TO GO BACK INTO
REGULAR SESSION**

**11. DISCUSSION AND POSSIBLE
ACTION ITEM:**

11. A. Discussion and possible action on any and all matters regarding an employment contract for a City Magistrate. (**Jenny Torres, City Manager**) **Approved**

12. ADJOURNMENT 7:29 P.M.



PROCLAMATION

Regular City Council Meeting

5. A.

Meeting Date: 05/13/2026

Title:

Proclamation on National Public Works Week - May 17-23, 2026

Attachments

Proclamation



Proclamation

NATIONAL PUBLIC WORKS WEEK

May 17 - 23, 2026

“Rooted in Service, Powered by Community”

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of San Luis; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of San Luis to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2026 marks the 66th Annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby designate the week of May 17 - 23, 2026, as “**National Public Works Week**” and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

DATED this 13th day of May 2026.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 05/13/2026

Summary

MINUTES OF

- Regular Council meeting held April 8, 2026

Attachments

4/8/2026 RCM

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
April 8, 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: Mayor Nieves Riedel (left at 6:15 p.m.)
Council Member Luis E. Cabrera
Council Member Maria Cecilia Cruz
Council Member Azael De La Hoya
Council Member Esteban C. Rosales (6:02 p.m. via Teams)
Council Member Lizeth Servin (via Teams)

ABSENT: Vice Mayor Javier Vargas

OTHERS PRESENT: Jenny Torres, City Manager
Jon Palidini, Interim City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Angel Ramirez, Fire Chief
Angelica Roldan, Director of Parks & Recreation
Antonio Maldonado, Multimedia Production &
Operations Specialist
Armando Esparza, Director of Economic Development
Edgar Esparza, Billing & Collections Manager
Emmanuel Botello, Police Lieutenant
Enrique Lopez, Assistant Fire Chief
Eulogio Vera, Director of Public Works
Gabriela Guevara, Police Communications Supervisor
Javier Nuño, Police Officer
Jeziel Banos, IT Help Desk Technician
Manuel Hernandez, Assistant Director of Public Works
Maria Sabori, Risk Manager
Nigel Reynoso, Chief of Police
Olivia Jenkins, Acting Assistant City Manager
Rogelio Martinez, Administrative Coordinator
Roula Encinas, Director of Finance
Tomas Sanchez, City Engineer
Victor De La Torre, Safety Officer

Christian Cuevas, Meeting Interpreter
Fabher Sanchez, Resident
Gloria Torres, Resident
Marco Santana, Resident
Maria Robles, Resident
Ruben Walshe, Resident

2. PLEDGE OF ALLEGIANCE

Council Member Maria Cecilia Cruz led the Pledge of Allegiance.

3. INVOCATION

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

4. CALL TO THE PUBLIC

Mr. Maximo Arvizu, a resident of San Luis, Arizona, addressed the Council to reiterate the previous petition requesting the placement of two (2) taxi units at the border entrance. He emphasized this request for the Council's consideration.

Mr. Enrique Fletes, a resident of San Luis, Arizona and taxi driver for 20 years, addressed the City Council to present the same concern as his colleague, Mr. Arvizu. He stated that not having taxis in front of the port of entry has made things difficult. Mr. Fletes submitted this request, along with those of his fellow colleagues, for the Council's consideration. He further noted that the situation has caused hardship, as he is the primary provider for his household.

Mr. Antonio Ramirez, Political and Policy Director for Rural Arizona Action, addressed the City Council regarding voter accessibility in San Luis, Arizona. Mr. Ramirez referenced statements made at the March 25th Council meeting by Yuma County Recorder David Lara concerning requirements for cameras at early ballot drop boxes. He stated that, after consulting with partner organizations, no supporting statute or reference in the Election Procedures Manual could be identified to substantiate those claims. Mr. Ramirez requested that the County Recorder provide documentation supporting the statements. In the absence of such documentation, he requested the City of San Luis to ask the County to consider the following five (5) actions: maintain the early ballot drop box at the San Luis Library; add an additional drop box at the Cultural Center; establish an in-person early voting location in San Luis; add an additional voting center location; and implement a wait-time reduction plan for the 2026 elections.

Mr. Ulises Heredia, a resident of San Luis, Arizona, addressed the City Council regarding concerns in the Los Portales, Los Jardines, and Rancho Los Oros areas related to agricultural operations and the use of air cannons during nighttime hours.

Mr. Heredia added that the noise has caused sleep disturbances. He further noted that he spoke with one of the agricultural operators and was informed that they were relying on the Right to Farm law. Mr. Heredia requested follow-up on his previous request, as he was advised that the air cannons may be activated again in November or December.

Mayor Nieves Riedel left the meeting at approximately 6:15 p.m. and asked Council Member Tadeo Azael De La Hoya to take over the meeting.

5. PROCLAMATIONS/ PRESENTATIONS

5. A. Proclamation on National Public Safety Telecommunications Week - April 12-18, 2026

5. B. Proclamation on National Public Safety Week- April 19-25, 2026

5. C. Proclamation on Powertalk 21 Day – April 21, 2026

5. D. Proclamation on Proclamation Administrative Professionals Day- April 22, 2026 and Administrative Professionals Week- April 19-25, 2026

Council Member Tadeo Azael De La Hoya read the proclamations by title only.

Council Member Luis E. Cabrera commented/asked that since the Mayor stepped out, shouldn't it be the Council decide who the Acting Mayor is for this meeting?

Mr. Jon Paladini, Interim City Attorney, responded that yes, the Council should decide who the Acting Mayor will be.

MOTION: Council Member Luis E. Cabrera/Council Member Lizeth Servin to appoint Council Member Maria Cecilia Cruz to lead the meeting. The motion passed unanimously.

The vote was as follows:

Council Member Esteban C. Rosales	Aye
Council Member Luis E. Cabrera	Aye
Council Member Lizeth Servin	Aye
Council Member Tadeo Azael De La Hoya	Aye

5. E. Retirement presentation to Joel Saucedo, Police Sergeant, for his 23 years of dedicated service to the City of San Luis. (Nigel Reynoso, Chief of Police)

Mr. Nigel Reynoso, Chief of Police, recognized and presented an award to Police Sergeant Joel Saucedo in honor of his retirement and dedicated service to the City of San Luis.

5. F. Presentation by Proverbs 31 Home "P31" on child abuse and sexual assault awareness and statistics. (Anna Dina Evancho, Proverbs 31 Home "P31" Board Director)

Ms. Maria Cecilia Cruz, Proverbs 31 Home "P31" Board President, read the proclamations on Child Abuse and Sexual Assault Awareness.

Ms. Anna Dina Evancho, Proverbs 31 Home "P31" Board Director, made a presentation on child abuse and sexual assault awareness and related statistics.

6. CONSENT AGENDA

6. A MINUTES OF

- Regular Council meeting held March 11, 2026

6. B. DISBURSEMENTS

From March 18, 2026 to April 1, 2026

Total \$2,176,508.48

(Two Million, One Hundred Seventy-Six Thousand, Five Hundred Eight Dollars and Forty-Eight Cents)

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Esteban C. Rosales to approve the Consent Agenda as presented. The motion passed unanimously.

The vote was as follows:

Council Member Luis E. Cabrera	Aye
Council Member Tadeo Azael De La Hoya	Aye
Council Member Esteban C. Rosales	Aye
Council Member Lizeth Servin	Aye

7. SUMMARY OF CURRENT EVENTS

Council Member Luis E. Cabrera thanked those who attended the "Conversations with Council" event on Saturday and for sharing their concerns and ideas to improve the city.

Council Member Lizeth Servin informed the community that the upcoming Asado and Brew Event will take place this Saturday at Joe Orduño Park from 3:00 p.m. to 11:00 p.m.

8. ADJOURNMENT

MOTION: Council Member Tadeo Azael De La Hoya/Acting Mayor Maria Cecilia Cruz to adjourn the Regular Council meeting at approximately 6:39 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

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 April 8, 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: 05/13/2026

Summary

DISBURSEMENTS

From April 15, 2026 to May 4, 2026

Total \$1,713,964.91 (One Million, Seven Hundred Thirteen Thousand, Nive Hundred Sixty-Four Dollars and Ninety-One Cents)

Attachments

Disbursements



City of San Luis

Finance Department

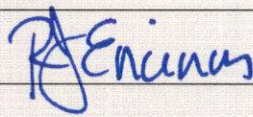
COUNCIL MEETING MAY 13, 2026
Disbursement Report from 04/15/2026 TO 05/04/2026

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	04/17/2026	\$ 355,799.15	Schedule A
Payroll Check Account	04/23/2026	\$ 580,789.62	Schedule B
Accounts Payable Check Account	04/24/2026	\$ 270,504.33	Schedule C
Accounts Payable Check Account	04/30/2026	\$ 506,871.81	Schedule D

Total Disbursements: \$ 1,713,964.91 -

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: 

For Council approval on: May 13, 2026

Mayor: _____

Council: _____

RECEIVED
MAY - 5 2026
CITY CLERK'S OFFICE

Payment Register

From Payment Date: 4/13/2026 - To Payment Date: 4/17/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
114933	04/16/2026	Open			Accounts Payable	ADOT MVD	\$6.82		
114934	04/16/2026	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$2,693.32		
114935	04/16/2026	Open			Accounts Payable	AMERICAN FIDELITY ASSURANCE CO	\$50.00		
114936	04/16/2026	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$9,046.46		
114937	04/16/2026	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$851.38		
114938	04/16/2026	Open			Accounts Payable	ARIZONA WESTERN COLLEGE FOUNDATION	\$2,500.00		
114939	04/16/2026	Open			Accounts Payable	AT&T MOBILITY LLC	\$5,380.16		
114940	04/16/2026	Open			Accounts Payable	AVILA, FABIAN	\$200.00		
114941	04/16/2026	Open			Accounts Payable	AZ ASSOCIATION OF CHIEF OF PD	\$1,200.00		
114942	04/16/2026	Open			Accounts Payable	BALLESTEROS, BRIAN	\$30.00		
114943	04/16/2026	Open			Accounts Payable	BRANDED BILLS, LLC	\$3,193.83		
114944	04/16/2026	Open			Accounts Payable	BRIGHTLY SOFTWARE, INC.	\$4,520.76		
114945	04/16/2026	Open			Accounts Payable	CASTRO, GAEL	\$200.00		
114946	04/16/2026	Open			Accounts Payable	CENTRAL ARIZONA CHAPTER OF ICC	\$200.00		
114947	04/16/2026	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	\$211.68		
114948	04/16/2026	Open			Accounts Payable	CORTEZ, DARLENE	\$81.00		
114949	04/16/2026	Open			Accounts Payable	DAVE BANG ASSOC. INC.	\$5,430.83		
114950	04/16/2026	Open			Accounts Payable	FACTOR SALES, INC.	\$752.83		
114951	04/16/2026	Open			Accounts Payable	FACTOR SALES, INC.	\$346.75		
114952	04/16/2026	Open			Accounts Payable	FACTOR SALES, INC.	\$6.58		
114953	04/16/2026	Open			Accounts Payable	FIREFIGHTER SELECTION, INC.	\$125.00		
114954	04/16/2026	Open			Accounts Payable	G&T ALARM CO LLC	\$168.79		
114955	04/16/2026	Open			Accounts Payable	GREEN RUBBER- KENNEDY AG	\$327.08		
114956	04/16/2026	Open			Accounts Payable	GUZMAN, JOSE, A	\$407.00		
114957	04/16/2026	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$131.37		
114958	04/16/2026	Open			Accounts Payable	JAMES COOKE & HOBSON INC.	\$10,567.42		
114959	04/16/2026	Open			Accounts Payable	JOBTARGET LLC	\$1,000.00		
114960	04/16/2026	Open			Accounts Payable	LA BODEGA, LLC	\$25.00		
114961	04/16/2026	Open			Accounts Payable	LEON, CYNTHIA	\$840.00		
114962	04/16/2026	Open			Accounts Payable	LOWE'S HIW, INC.	\$4,992.04		
114963	04/16/2026	Open			Accounts Payable	MALDONADO, JOSE, ANTONIO	\$227.00		
114964	04/16/2026	Open			Accounts Payable	MANHATTANLIFE ASSURANCE CO	\$193.01		
114965	04/16/2026	Open			Accounts Payable	MARISCOS EL NAVEGANTE	\$51.33		
114966	04/16/2026	Open			Accounts Payable	PACHECO, ROMAN	\$407.00		
114967	04/16/2026	Open			Accounts Payable	PENA DE SUAREZ, MARIA	\$150.00		
114968	04/16/2026	Open			Accounts Payable	PERU, JULISSA, ALEJANDRA	\$81.00		
114969	04/16/2026	Open			Accounts Payable	PIERCE COLEMAN PLLC	\$10,527.00		
114970	04/16/2026	Open			Accounts Payable	POWERWERX INC	\$231.96		
114971	04/16/2026	Open			Accounts Payable	PREPAID LEGAL SERVICES	\$118.60		
114972	04/16/2026	Open			Accounts Payable	REFRIGERATION SUPPLIES DISTRIBUTOR	\$302.80		
114973	04/16/2026	Open			Accounts Payable	RODRIGUEZ, JARMY	\$609.94		
114974	04/16/2026	Open			Accounts Payable	SABORI, MARIA	\$130.00		

SCHEDULE A

Payment Register

From Payment Date: 4/13/2026 - To Payment Date: 4/17/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
114975	04/16/2026	Open			Accounts Payable	SANTIESTEBAN ESTRADA, MARTHA	\$11,093.70		
114976	04/16/2026	Open			Accounts Payable	SATOR SPORTS, INC.	\$9,999.46		
114977	04/16/2026	Open			Accounts Payable	SOSA, DOMINGO	\$227.00		
114978	04/16/2026	Open			Accounts Payable	TEJEDA, JUAN	\$407.00		
114979	04/16/2026	Open			Accounts Payable	TORNADO FENCE LLC	\$8,895.00		
114980	04/16/2026	Open			Accounts Payable	TRANSWESTERN INSURANCE ADMIN	\$282.00		
114981	04/16/2026	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	\$2,284.50		
114982	04/16/2026	Open			Accounts Payable	VALLE, ASHLEY	\$27.09		
114983	04/16/2026	Open			Accounts Payable	VISION SERVICE PLAN OF ARIZONA	\$5,629.04		
114984	04/16/2026	Open			Accounts Payable	WAL-MART	\$194.34		
114985	04/16/2026	Open			Accounts Payable	WALTZ OUTFITTING LLC	\$6,928.08		
114986	04/16/2026	Open			Accounts Payable	WITMER PUBLIC SAFETY GROUP, INC.	\$167.98		
114987	04/16/2026	Open			Accounts Payable	XEROX CORPORATION	\$716.93		
114988	04/16/2026	Open			Accounts Payable	YUMA COMMUNITY FOOD BANK	\$10,000.00		
114989	04/16/2026	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$468.07		
114990	04/16/2026	Open			Accounts Payable	ZARAGOZA, LETICIA	\$130.00		
114991	04/16/2026	Open			Accounts Payable	ZEPEDA, DANIEL	\$189.71		
114992	04/16/2026	Open			Accounts Payable	CORE & MAIN LP	\$14,855.20		
114993	04/17/2026	Open			Accounts Payable	HEMMER, ADRIAN	\$150.00		
114994	04/17/2026	Open			Accounts Payable	TORRES, GILBERTO	\$59.00		
Type Check Totals:									
62 Transactions							\$141,219.84		
<u>EFT</u>									
9487	04/16/2026	Open			Accounts Payable	24/7 GET FIT LLC	\$1,755.00		
9488	04/16/2026	Open			Accounts Payable	4 IMPRINT	\$1,591.95		
9489	04/16/2026	Open			Accounts Payable	AIRGAS, INC.	\$82.40		
9490	04/16/2026	Open			Accounts Payable	ARIZONA PNEUMATIC SYSTEM	\$2,476.40		
9491	04/16/2026	Open			Accounts Payable	ARIZONA STATE TREASURER	\$28,917.60		
9492	04/16/2026	Open			Accounts Payable	BILL ALEXANDER FORD	\$750.54		
9493	04/16/2026	Open			Accounts Payable	CITY OF YUMA	\$720.94		
9494	04/16/2026	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$75.00		
9495	04/16/2026	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$72.75		
9496	04/16/2026	Open			Accounts Payable	DESERT WATER STORE INC	\$235.78		
9497	04/16/2026	Open			Accounts Payable	FLOCK GROUP INC	\$387.49		
9498	04/16/2026	Open			Accounts Payable	FNP-C & ASSOCIATES PLLC	\$90.00		
9499	04/16/2026	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$1,179.00		
9500	04/16/2026	Open			Accounts Payable	G&T LOCKSMITH AND SAFE CO.	\$160.00		
9501	04/16/2026	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$11,938.10		
9502	04/16/2026	Open			Accounts Payable	KTL&C, LLC.	\$509.25		
9503	04/16/2026	Open			Accounts Payable	LOOMIS	\$2,152.37		
9504	04/16/2026	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$59,078.71		
9505	04/16/2026	Open			Accounts Payable	NICKLAUS ENGINEERING	\$2,300.00		
9506	04/16/2026	Open			Accounts Payable	POLAR ICE LLC	\$188.21		
9507	04/16/2026	Open			Accounts Payable	REPUBLIC SERVICES, INC.	\$17,320.85		
9508	04/16/2026	Open			Accounts Payable	ROACH PEST CONTROL	\$125.00		

Payment Register

From Payment Date: 4/13/2026 - To Payment Date: 4/17/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9509	04/16/2026	Open			Accounts Payable	RUSH TRUCK CENTER	\$476.03		
9510	04/16/2026	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$51,341.13		
9511	04/16/2026	Open			Accounts Payable	SAN LUIS AIR CONDITIONING LLC	\$17,865.00		
9512	04/16/2026	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$207.97		
9513	04/16/2026	Open			Accounts Payable	STRONG, CAMERON, T	\$845.00		
9514	04/16/2026	Open			Accounts Payable	ULINE, INC.	\$343.57		
9515	04/16/2026	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79		
9516	04/16/2026	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	\$143.90		
9517	04/16/2026	Open			Accounts Payable	YUMA COUNTY WATER USERS ASSOCIATION	\$6,399.08		
9518	04/16/2026	Open			Accounts Payable	YUMA NURSERY LLC	\$672.68		
9519	04/16/2026	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$49.87		
9520	04/16/2026	Open			Accounts Payable	YUMA SUN INC	\$816.00		
9521	04/16/2026	Open			Accounts Payable	YUMA WINNELSON CO.	\$3,143.95		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals									
							35 Transactions	\$214,579.31	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	62	\$141,219.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	62	\$141,219.84	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	35	\$214,579.31	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	35	\$214,579.31	\$0.00

Payment Register

From Payment Date: 4/13/2026 - To Payment Date: 4/17/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:									
All				Status	Count		Transaction Amount	Reconciled Amount	
				Open	97		\$355,799.15	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	97		\$355,799.15	\$0.00	
Checks				Status	Count		Transaction Amount	Reconciled Amount	
				Open	62		\$141,219.84	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	62		\$141,219.84	\$0.00	
EFTs				Status	Count		Transaction Amount	Reconciled Amount	
				Open	35		\$214,579.31	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Total	35		\$214,579.31	\$0.00	
All				Status	Count		Transaction Amount	Reconciled Amount	
				Open	97		\$355,799.15	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	97		\$355,799.15	\$0.00	

Guadalupe Canez

Digitally signed by: Guadalupe Canez
 DN: CN = Guadalupe Canez email =
 g.canez@sanluisaz.gov C = AD
 Date: 2026.04.17 11:31:45 -07'00'



Pay Day Register

Pay Date Range 04/04/26 - 04/17/26

Pay Batch 202609

Pay Batch 202609 Total

Employees in Pay Batch 355

Female Employees in Pay Batch 98

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base	
100 - REGULAR	27,262.0000	713,736.44	Gross	834,939.61	ASRS ALTERNATE	690.85	7,085.60
1001 - LEAVE WITHOUT PAY	36.7500	.00	Imputed Income		AZ STATE RETIREMENT	59,153.51	498,765.47
1005 - BEREAVEMENT	46.0000	1,788.56	FEDERAL TAX WITHHOLDING	43,939.19	DENTAL = FAMILY	398.00	.00
1006 - CIVIC LEAVE	8.5000	197.29	SOCIAL SECURITY TAX	51,766.12	LONG TERM DISABILITY	698.19	498,765.47
1007 - ON CALL WORKED HOURS	7.2500	181.17	MEDICARE	12,106.93	MEDICAL MEX ONLY - EE &	2,664.09	.00
1009 - PART TIME	104.7500	1,690.47	STATE WITHHOLDING	15,086.27	MEDICAL MEX ONLY - EE &	10,256.14	.00
1010 - PART TIME FIREFIGHTERS	33.2500	781.53	24-7 GET FIT- GYM	1,728.00	MEDICAL MEX ONLY - EE &	2,421.90	.00
201 - OVERTIME	991.7500	39,719.76	AM. FIDELITY - HEALTH FSA	25.00	MEDICAL MEX ONLY - EE ONLY	4,844.04	.00
202 - OP STONE GARDEN- O.T.	318.5000	17,149.58	AM. FIDELITY- ACCIDENT-POST	25.01	MEX & US HEALTH = EE	58,921.92	.00
2023 - FMLA - SICK LEAVE	122.0000	3,318.11	AM. FIDELITY- ACCIDENT-PRE	471.55	MEX ONLY DENTAL - EE &	142.40	.00
2024 - FMLA - VACATION LEAVE	48.5300	1,152.25	AM. FIDELITY- CANCER-POST	43.30	MEX ONLY DENTAL - EE &	332.15	.00
2036 - MARSHALS OT	10.0000	434.25	AM. FIDELITY- CANCER-PRE TAX	157.40	MEX ONLY DENTAL - EE &	156.64	.00
2038 - FMLA - LEAVE WITHOUT	35.7500	.00	AM. FIDELITY- GCI -POST TAX	73.09	MEX ONLY DENTAL - EE ONLY	236.06	.00
210 - SRO	194.0000	5,714.99	AM. FIDELITY- GHI- PRE TAX	259.84	PSPRS - ALTERNATE	261.53	3,269.14
300 - VACATION EARNED	1,409.5400	.00	AM. FIDELITY- LIFE -POST TAX	316.48	PSPRS FIRE DB NORM - TIER 1	8,368.09	67,213.24
301 - VACATION USED	712.8800	17,825.26	AM. FIDELITY- TX LIFE -POST	178.44	PSPRS FIRE DB NORM - TIER 2	704.19	5,656.17
400 - SICK EARNED	1,357.9800	.00	AZ COPS - SLPD	595.00	PSPRS FIRE DB NORM - TIER 3	7,275.73	83,725.58
405 - SCHEDULED SICK LEAVE	515.2200	13,800.69	AZ STATE RETIREMENT	59,153.51	PSPRS FIRE DB UNFUND - TIER	1,532.46	67,213.24
406 - UNSCHEDULED SICK LEAVE	390.5000	10,057.85	BORDER GYM - GYM	350.00	PSPRS FIRE DB UNFUND - TIER	128.97	5,656.17
502 - ON CALL PAY I.T.	.0000	100.00	CHILD SUPPORT 2	234.46	PSPRS FIRE DB UNFUND - TIER	2,084.83	83,725.58
503 - STAND-BY PAY	677.5000	1,355.00	DEFERRED COMP - ROTH	1,275.00	PSPRS FIRE DB UNFUND - TIER	4,953.84	51,441.85
703 - FIRE HOLIDAY USED	70.2500	1,517.59	DEFERRED COMP - ROTH	210.46	PSPRS POLICE DB NORM - TIER	1,127.65	11,709.72
900 - COMPENSATION EARNED	161.7500	.00	DEFERRED COMPENSATION	2,720.00	PSPRS POLICE DB NORM - TIER	6,490.30	74,686.95
901 - COMPENSATION USED	33.1250	677.82	DEFERRED COMPENSATION	747.45	PSPRS POLICE DB UNFUND -	2,510.38	51,441.85
923 - BORDER FITNESS - GYM	.0000	350.00	FOP/ALC	450.00	PSPRS POLICE DB UNFUND -	571.43	11,709.72
932 - 24-7 GET FIT - GYM	.0000	1,728.00	GARNISHMENT	274.15	PSPRS POLICE DB UNFUND -	3,876.25	74,686.95
965 - PD - STAND-BY PAY	.0000	1,296.00	GARNISHMENT - CHILD	2,231.38	STANDARD LIFE	3,241.80	.00
967 - FD - SPECIAL ASSIGNMNT	183.5000	367.00	IAFF- FIRE DEPT	1,520.00	STANDARD LTD	1,361.78	251,440.48
Total	34,731.2750	\$834,939.61	LEGAL SHIELD	49.83	STANDARD STD	4,797.50	.00
			LONG TERM DISABILITY	698.19	U.S. MEX DENTAL - EE &	382.56	.00
			MANHATTANLIFE ASSURANCE	96.51	U.S. MEX DENTAL - EE &	127.52	.00
			MEX ONLY DENTAL - EE &	183.20	US & MEX DENTAL - EE	3,210.24	.00
			MEX ONLY DENTAL - EE &	427.35	US & MEX HEALTH = C	26,588.80	.00
			MEX ONLY DENTAL - EE &	201.52	US & MEX HEALTH = FAMILY	27,454.41	.00
			MEX ONLY HEALTH - EE & CH	656.04	US & MEX HEALTH = SP	5,982.48	.00
			MEX ONLY HEALTH = S	538.35	VISION - SINGLE	1,285.94	.00
			MEXICO ONLY HEALTH - EE &	2,525.61	VSP- VISION	567.00	.00
			MEXICO ONLY HEALTH - EE &	596.40	Total	\$255,801.57	.00
			MISCELLANEOUS	195.00			.00

SCHEDULE B



Pay Day Register

Pay Date Range 04/04/26 - 04/17/26

Pay Batch 202609

				Gross Base
PAC FUND- FIRE DEPT.	116.00	.00	Employer Taxes	
PS DEFERRED COMP - ROTH	805.00	.00	MEDICARE	12,106.93
PS DEFERRED COMP - ROTH	574.17	8,008.08	SOCIAL SECURITY TAX	51,766.12
PS DEFERRED COMP TIAA -	476.35	10,856.01	SUTA/UNEMPLOYMENT	4,796.60
PS DEFERRED COMPENSATION	1,795.00	.00	Total	<u>\$68,669.65</u>
PSPRS FIRE DB RATE - TIER 1a	4,112.38	53,756.34	Workers' Comp	
PSPRS FIRE DB RATE - TIER 1b	1,029.45	13,456.90	Ambulance EMT Search &	3,678.42
PSPRS FIRE DB RATE - TIER 2	432.70	5,656.17	ANIMAL CONTROL OFFICERS	89.14
PSPRS FIRE DB RATE - TIER 3	7,275.73	83,725.58	ATTORNEY- ALL & CLERICAL-	58.01
PSPRS POLICE DB RATE - TIER	2,368.89	30,965.95	AUTO SERVICE/ REPAIR	332.63
PSPRS POLICE DB RATE - TIER	1,566.40	20,475.90	BUILDING- NOC OPER BY	674.89
PSPRS POLICE DB RATE - TIER 2	895.79	11,709.72	BUS COMPANY AND DRIVERS	83.99
PSPRS POLICE DB RATE - TIER 3	6,490.30	74,686.95	CLERICAL OFFICE/ LIBRARY/	478.27
STANDARD LIFE ADDTNL	700.19	.00	Electrician	73.78
TRANSWESTERN MEXICAN	141.00	.00	FIREFIGHTERS & DRIVERS	4,487.92
U.S. MEX DENTAL - EE &	492.72	.00	GARBAGE/ ASH/ REFUSE	663.16
U.S. MEX DENTAL - EE &	164.24	.00	Homemaker Service	47.24
UNITED WAY	14.00	.00	Motion Picture Production	20.99
US & MEX DENTAL= FAMILY	512.40	.00	MUNICIPAL/ TOWN/	1,006.15
US & MEX HEALTH = C	6,547.60	.00	PARKS- NOC ALL EMPLOYEES	904.69
US & MEX HEALTH = FAMILY	6,760.80	.00	POLICE OFFICERS	7,811.41
US & MEX HEALTH = S	6,546.88	.00	RECREATION- ALL EMPLOYEES/	328.30
US & MEX HEALTH = SP	1,473.21	.00	SEWAGE DISPOSAL/ PLANT	1,413.96
VSP - VISION CHILDREN	250.92	.00	Sewer Construction - All Operat	119.36
VSP - VISION FAMILY	348.50	.00	Street or Road Construction	2,962.83
VSP - VISION SPOUSE	153.34	.00	WATERWORKS OPERATIONS	1,095.74
Net	<u>\$580,789.62</u>		Total	<u>\$26,330.88</u>

RJ Encinas
4/23/2026

Direct Deposits	Amount
1st Bank Yuma	36,502.50
ACADEMY BANK	2,934.78
Ally Bank	1,647.55
AVENIR FINANCIAL	47,301.56
Bank of America	7,122.58
Bank of America CA	1,161.70
Bankcorp	1,802.33
BANKCORP BANK	1,902.12
CAPITAL ONE	1,695.59
Charles Sch	350.00
Chase Bank	264,612.87
CHASE BANK CA	2,485.39
CHASE BANK MORGAN	1,725.34



Pay Day Register

Pay Date Range 04/04/26 - 04/17/26
Pay Batch 202609

CHASE BANK TX	1,500.00
chase centro	2,124.42
discover	400.00
EVOLVE BANK AND TRUST	161.08
FF CREDIT UNION	2,492.00
FIDELITY	395.23
FIREFIGHTER FIRST CREDIT UNION	14,483.38
HUGHES FCU	3,580.85
JP Morgan Chase	1,201.38
MECHANICS BANK	337.13
National Bank	1,315.81
National Police FCU	100.00
Navy Federal	34,005.08
NBKC Bank - Acorns	1,045.60
NetSpend Corporation DD	120.00
NORTH ISLAND CREDIT UNION	829.68
One Pay	600.00
PATHWARD	1,906.04
SOFI BANK	2,129.74
Sunbank	1,635.33
THE FOOTHILLS BANK	2,453.64
USAA FEDERAL SAVING	4,235.71
VANTAGE WEST	2,221.07
WASHINGTON FEDERAL	1,343.94
Wells Fargo	113,207.68
WELLS FARGO ARKANSAS	1,914.47
WELLS FARGO CA	4,557.05
WELLS FARGO CALE	1,114.55
Total	<u>\$572,655.17</u>
Check	\$8,134.45

Payment Register

From Payment Date: 4/20/2026 - To Payment Date: 4/24/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
114995	04/22/2026	Open			Utility Management Refund	ALCALA, EDUARDO	\$82.61		
114996	04/22/2026	Open			Utility Management Refund	AVINA, MARIA DEL CARMEN & JOSE	\$117.55		
114997	04/22/2026	Open			Utility Management Refund	AYON, JANNETH	\$125.70		
114998	04/22/2026	Open			Utility Management Refund	BARRAZA, PAULA	\$207.09		
114999	04/22/2026	Open			Utility Management Refund	BELTRAN DAMARIS & MARTHA BELTRAN	\$211.77		
115000	04/22/2026	Open			Utility Management Refund	CAMPA MAYRA & JOSE ABUNDIS	\$101.51		
115001	04/22/2026	Open			Utility Management Refund	CONCHA, MARK, S	\$123.05		
115002	04/22/2026	Open			Utility Management Refund	CORDOVA, JOSE A & DIANA A	\$235.00		
115003	04/22/2026	Open			Utility Management Refund	CORNELL, AISLINN, F	\$27.59		
115004	04/22/2026	Open			Utility Management Refund	CORONA, SOCORRO & SILVIA LOPEZ	\$195.01		
115005	04/22/2026	Open			Utility Management Refund	CUEVAS, RAFAEL & PAULA FRANCO	\$426.20		
115006	04/22/2026	Open			Utility Management Refund	DESERT EXCAVATING INC	\$2,208.94		
115007	04/22/2026	Open			Utility Management Refund	DIAZ, ARTURO, S	\$224.28		
115008	04/22/2026	Open			Utility Management Refund	ESCOBAR, ALMA	\$61.73		
115009	04/22/2026	Open			Utility Management Refund	ESTRADA DE MEDINA, MARTHA LETICIA	\$265.46		
115010	04/22/2026	Open			Utility Management Refund	FERNANDO VASQUEZ SANCHEZ & OLGA RODRIGUEZ ARIZMEND	\$221.57		
115011	04/22/2026	Open			Utility Management Refund	GALLARDO, RAQUEL	\$232.24		
115012	04/22/2026	Open			Utility Management Refund	GARCIA MERCED & ZAVALA CESAR	\$257.23		
115013	04/22/2026	Open			Utility Management Refund	GUZMAN AYON, MARIO	\$41.88		
115014	04/22/2026	Open			Utility Management Refund	HERRERA GARCIA , MARIA , G	\$264.40		
115015	04/22/2026	Open			Utility Management Refund	HIRMIZ, RIMON MICHAEL	\$36.81		
115016	04/22/2026	Open			Utility Management Refund	JSA COMPANY	\$547.61		
115017	04/22/2026	Open			Utility Management Refund	LOPEZ HERNANDEZ, MONICA	\$137.83		
115018	04/22/2026	Open			Utility Management Refund	LOPEZ, AIRAM	\$158.73		
115019	04/22/2026	Open			Utility Management Refund	LUCERO, ARTURO & SANDRA GARCIA	\$85.76		

Payment Register

From Payment Date: 4/20/2026 - To Payment Date: 4/24/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
115020	04/22/2026	Open			Utility Management Refund	LUGO, BLANCA, L	\$332.20		
115021	04/22/2026	Open			Utility Management Refund	MARAVILLA, JOSE & ANGELINA	\$42.82		
115022	04/22/2026	Open			Utility Management Refund	MARQUEZ, JOSE L & HILDA LEON	\$45.53		
115023	04/22/2026	Open			Utility Management Refund	MCCRORY, JUDY	\$10.77		
115024	04/22/2026	Open			Utility Management Refund	MENDOZA, TOMAS & ELIZABETH TORRES	\$250.95		
115025	04/22/2026	Open			Utility Management Refund	MENDOZA, ARIANNA	\$13.83		
115026	04/22/2026	Open			Utility Management Refund	MEZA, JESUS, A	\$71.75		
115027	04/22/2026	Open			Utility Management Refund	MORENO, JOSE, A	\$132.98		
115028	04/22/2026	Open			Utility Management Refund	MUNOZ, YESSICA & ALMA M MUNOZ	\$147.28		
115029	04/22/2026	Open			Utility Management Refund	RIVERA, JOSE	\$93.14		
115030	04/22/2026	Open			Utility Management Refund	ROBLES, JESUS & MARTHA	\$24.54		
115031	04/22/2026	Open			Utility Management Refund	ROMAN, ROSARIO	\$192.80		
115032	04/22/2026	Open			Utility Management Refund	SANCHEZ, JOSE, R	\$1.27		
115033	04/22/2026	Open			Utility Management Refund	TINOCO, JOSE & IRMA	\$111.32		
115034	04/22/2026	Open			Utility Management Refund	TORRES, ELVIA, A	\$5.81		
115035	04/22/2026	Open			Utility Management Refund	URIBE DENISSE & BASIO PEDRO JR	\$256.77		
115036	04/22/2026	Open			Utility Management Refund	URIBE TALAMANTES, PERLA	\$56.16		
115037	04/22/2026	Open			Utility Management Refund	VALENZUELA, SANDRA A	\$103.11		
115038	04/22/2026	Open			Utility Management Refund	VAZQUEZ EDUARDO FAMILY WEALTH TRUST 10-19-2011	\$6.70		
115039	04/22/2026	Open			Utility Management Refund	VELARDE, MARISOL & MAURO D HERNANDEZ	\$160.48		
115040	04/22/2026	Open			Utility Management Refund	VELASCO, SALVADOR & JOVITA	\$0.02		
115041	04/23/2026	Open			Accounts Payable	BANOS GONZALEZ, JEZIEL	\$252.00		
115042	04/23/2026	Open			Accounts Payable	GOMEZ, JOSE, ISABEL	\$252.00		
115043	04/23/2026	Open			Accounts Payable	HEMMER, ADRIAN	\$91.00		
115044	04/23/2026	Open			Accounts Payable	ORTIZ, JUAN, C	\$145.00		
115045	04/23/2026	Open			Accounts Payable	RUIZ, IGNACIO	\$145.00		
115046	04/23/2026	Open			Accounts Payable	ARIZONA CONFERENCE OF POLICE & SHERIFFS	\$595.00		
115047	04/23/2026	Open			Accounts Payable	FLASH FUND GROUP	\$274.15		
115048	04/23/2026	Open			Accounts Payable	FOP/ALC	\$450.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
115049	04/23/2026	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,465.84		
115050	04/23/2026	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
115051	04/23/2026	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$116.00		
115052	04/23/2026	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS-IAFF	\$1,520.00		
115053	04/24/2026	Open			Accounts Payable	24K ENGRAVING AND AWARDS LLC	\$16.26		
115054	04/24/2026	Open			Accounts Payable	ACCURATE EXCAVATION LLC	\$11,450.00		
115055	04/24/2026	Open			Accounts Payable	AMERICAN NATIONAL RED CROSS & ITS CONSTITUENT CHAP	\$252.00		
115056	04/24/2026	Open			Accounts Payable	APS	\$50.00		
115057	04/24/2026	Open			Accounts Payable	BOJORQUEZ, LEONARDO	\$80.00		
115058	04/24/2026	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$3,946.25		
115059	04/24/2026	Open			Accounts Payable	CASTILLO URIBE, KYARA, ROBERTHA	\$100.00		
115060	04/24/2026	Open			Accounts Payable	CENTURYLINK	\$241.27		
115061	04/24/2026	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	\$449.00		
115062	04/24/2026	Open			Accounts Payable	DELGADO, CLAUDIA	\$88.00		
115063	04/24/2026	Open			Accounts Payable	DURHAM'S FLEET SERVICES LLC	\$4,582.41		
115064	04/24/2026	Open			Accounts Payable	EDS CUSTOM COATINGS LLC	\$35,700.00		
115065	04/24/2026	Open			Accounts Payable	EMPIRE MACHINERY	\$1,054.00		
115066	04/24/2026	Open			Accounts Payable	FACTOR SALES, INC.	\$199.28		
115067	04/24/2026	Open			Accounts Payable	FELIX VALDEZ, GRISELDA, N	\$50.00		
115068	04/24/2026	Open			Accounts Payable	FERGUSON WATERWORKS	\$369.90		
115069	04/24/2026	Open			Accounts Payable	FX TACTICAL, LLC	\$113.51		
115070	04/24/2026	Open			Accounts Payable	GAINES, MONA, LISA	\$242.00		
115071	04/24/2026	Open			Accounts Payable	GALLEGOS, LUIS	\$195.13		
115072	04/24/2026	Open			Accounts Payable	GAMMAGE & BURNHAM, PLC	\$167.50		
115073	04/24/2026	Open			Accounts Payable	HD SUPPLY, INC.	\$30.99		
115074	04/24/2026	Open			Accounts Payable	HERNANDEZ, LISVED	\$50.00		
115075	04/24/2026	Open			Accounts Payable	HUGHES FIRE EQUIPMENT, INC.	\$154.41		
115076	04/24/2026	Open			Accounts Payable	IMSA GARAGE DOORS LLC	\$1,288.00		
115077	04/24/2026	Open			Accounts Payable	JCJD, LLC	\$84.51		
115078	04/24/2026	Open			Accounts Payable	LOCAL FIRST ARIZONA FOUNDATION	\$25,000.00		
115079	04/24/2026	Open			Accounts Payable	MARTIN'S CUSTOM CABINETS, LLC	\$1,350.00		
115080	04/24/2026	Open			Accounts Payable	MARTINEZ, NERYS	\$200.00		
115081	04/24/2026	Open			Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	\$17.50		
115082	04/24/2026	Open			Accounts Payable	POSITIVE PROMOTIONS	\$3,493.10		
115083	04/24/2026	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$390.00		
115084	04/24/2026	Open			Accounts Payable	RODRIGUEZ, ALEJANDRO	\$184.79		
115085	04/24/2026	Voided		04/24/2026	Accounts Payable	TACOS Y MARISCOS LA INDIA (NOT USE REF 13089)	\$1,826.72		
115086	04/24/2026	Open			Accounts Payable	TAQUERIA AGUILAR LLC	\$2,352.63		
115087	04/24/2026	Open			Accounts Payable	THE WINDOOR SHOP	\$1,417.74		
115088	04/24/2026	Open			Accounts Payable	TORRES, OMAR	\$675.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
115089	04/24/2026	Open			Accounts Payable	YUMA COUNTY PUBLIC WORKS	\$2,343.24		
115090	04/24/2026	Open			Accounts Payable	SPECTRUM BUSINESS	\$6,820.76		
Type Check Totals:									
EFT									
9523	04/23/2026	Open			Accounts Payable	AUTOZONE STORES, INC	\$7,088.70		
9524	04/23/2026	Open			Accounts Payable	O'REILLY AUTO PARTS	\$6,639.04		
9525	04/23/2026	Open			Accounts Payable	AIRGAS, INC.	\$960.56		
9526	04/24/2026	Open			Accounts Payable	4 IMPRINT	\$2,651.57		
9527	04/24/2026	Open			Accounts Payable	BALL FABRICS INC	\$730.48		
9528	04/24/2026	Open			Accounts Payable	BILL ALEXANDER FORD	\$1,473.77		
9529	04/24/2026	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$120.75		
9530	04/24/2026	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$130.08		
9531	04/24/2026	Open			Accounts Payable	CORE & MAIN LP	\$8,049.85		
9532	04/24/2026	Open			Accounts Payable	CROWN AWARDS	\$1,025.18		
9533	04/24/2026	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$650.00		
9534	04/24/2026	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$70.22		
9535	04/24/2026	Open			Accounts Payable	DESERT WATER STORE INC	\$112.92		
9536	04/24/2026	Open			Accounts Payable	DIGITAL ROOM LLC	\$111.50		
9537	04/24/2026	Open			Accounts Payable	ENGRAVING & AWARDS OF N.E. INC	\$4,433.10		
9538	04/24/2026	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$211.00		
9539	04/24/2026	Open			Accounts Payable	FRUTH GROUP INC	\$1,199.88		
9540	04/24/2026	Open			Accounts Payable	GARCIA, JESUS	\$144.00		
9541	04/24/2026	Open			Accounts Payable	HANSBERGER REGRIGERATION & ELECTRIC CO	\$1,981.00		
9542	04/24/2026	Open			Accounts Payable	HUMANE SOCIETY OF YUMA	\$16,875.00		
9543	04/24/2026	Open			Accounts Payable	KIMLEY-HORN AND ASSOCIATES INC	\$19,074.00		
9544	04/24/2026	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$2,254.03		
9545	04/24/2026	Open			Accounts Payable	MN8 ENERGY OPERATING COMPANY LLC	\$1,520.66		
9546	04/24/2026	Open			Accounts Payable	NAPA AUTO PARTS	\$313.56		
9547	04/24/2026	Open			Accounts Payable	NICKLAUS ENGINEERING	\$1,000.00		
9548	04/24/2026	Open			Accounts Payable	POLAR ICE LLC	\$316.08		
9549	04/24/2026	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$220.00		
9550	04/24/2026	Open			Accounts Payable	PRECISION FIRE PROTECTION SRVS, INC	\$491.00		
9551	04/24/2026	Open			Accounts Payable	PURCHASE POWER	\$1,200.00		
9552	04/24/2026	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$6,520.04		
9553	04/24/2026	Open			Accounts Payable	ROACH PEST CONTROL	\$250.00		
9554	04/24/2026	Open			Accounts Payable	RUSH TRUCK CENTER	\$3,108.36		
9555	04/24/2026	Open			Accounts Payable	SAFELINE LLC	\$24,330.00		
9556	04/24/2026	Open			Accounts Payable	SHRM	\$299.00		
9557	04/24/2026	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$9,491.62		
9558	04/24/2026	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$697.89		
9559	04/24/2026	Open			Accounts Payable	STRONG, CAMERON, T	\$720.00		
9560	04/24/2026	Open			Accounts Payable	SUN GRAPHICS	\$927.38		
9561	04/24/2026	Open			Accounts Payable	TAYLOR ENGINEERING, PLLC	\$12,000.00		
9562	04/24/2026	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	\$525.39		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9563	04/24/2026	Open			Accounts Payable	ULINE, INC.	\$364.19		
9564	04/24/2026	Open			Accounts Payable	VERIZON COMMUNICATIONS INC	\$3,448.16		
9565	04/24/2026	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,330.75		
9566	04/24/2026	Open			Accounts Payable	YEPEZ ENTERPRISES LLC	\$2,318.40		
9567	04/24/2026	Open			Accounts Payable	YUMA AUTO REBUILDERS LLC	\$1,960.31		
9568	04/24/2026	Open			Accounts Payable	YUMA FARM & HOME SUPPLY INC.	\$434.08		
9569	04/24/2026	Open			Accounts Payable	YUMA NURSERY LLC	\$406.44		
9570	04/24/2026	Open			Accounts Payable	YUMA WINNELSON CO.	\$147.44		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals								\$150,327.38	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	\$120,176.95	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$1,826.72	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$122,003.67	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	48	\$150,327.38	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	48	\$150,327.38	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	143	\$270,504.33	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$1,826.72	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	144	\$272,331.05	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	95	\$120,176.95	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$1,826.72	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	96	\$122,003.67	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	48	\$150,327.38	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	48	\$150,327.38	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	143	\$270,504.33	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$1,826.72	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	144	\$272,331.05	\$0.00

Guadalupe Canez
 Digitally signed by: Guadalupe Canez
 DN: CN = Guadalupe Canez email =
 gcanez@sanluisaz.gov C = AD
 Date: 2026.04.24 15:33:52 -07'00'

Payment Register

From Payment Date: 4/27/2026 - To Payment Date: 4/30/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
<u>Check</u>									
115091	04/29/2026	Open			Accounts Payable	ESPARZA, ARMANDO	\$276.00		
115092	04/29/2026	Open			Accounts Payable	ESPARZA, ARMANDO	\$108.00		
115093	04/30/2026	Open			Accounts Payable	AGILE OCCUPATIONAL MEDICINE, PC	\$675.00		
115094	04/30/2026	Open			Accounts Payable	AGUA HELADA LLC	\$136.40		
115095	04/30/2026	Open			Accounts Payable	ALDAMA, EMMANUEL	\$91.00		
115096	04/30/2026	Open			Accounts Payable	ALVAREZ, MARIA	\$75.00		
115097	04/30/2026	Open			Accounts Payable	AMERICAN NATIONAL RED CROSS & ITS CONSTITUENT CHAP	\$252.00		
115098	04/30/2026	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$470.00		
115099	04/30/2026	Open			Accounts Payable	AQUADEI L.L.C.	\$94.99		
115100	04/30/2026	Open			Accounts Payable	ARCOS, HUMBERTO	\$108.00		
115101	04/30/2026	Open			Accounts Payable	ARIZONA PUBLIC SERVICE	\$42.22		
115102	04/30/2026	Open			Accounts Payable	ASTORGA, ERICK	\$91.00		
115103	04/30/2026	Open			Accounts Payable	AT&T MOBILITY LLC	\$8,975.94		
115104	04/30/2026	Open			Accounts Payable	AVILA, FERNANDO	\$91.00		
115105	04/30/2026	Open			Accounts Payable	AZUL CAFE LLC	\$998.45		
115106	04/30/2026	Open			Accounts Payable	BALLESTEROS, BRIAN	\$70.00		
115107	04/30/2026	Open			Accounts Payable	BOJORQUEZ, LEONARDO	\$160.00		
115108	04/30/2026	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$3,717.11		
115109	04/30/2026	Open			Accounts Payable	CANON FINANCIAL SERVICES, INC	\$1,276.70		
115110	04/30/2026	Open			Accounts Payable	CARDENAS, ERNESTO	\$91.00		
115111	04/30/2026	Open			Accounts Payable	CASTILLO URIBE, KYARA, ROBERTHA	\$200.00		
115112	04/30/2026	Open			Accounts Payable	CASTILLO'S SOUTHWEST TOWING LLC.	\$220.00		
115113	04/30/2026	Open			Accounts Payable	CASTRO, EDGARD	\$275.00		
115114	04/30/2026	Open			Accounts Payable	CENTURYLINK	\$69.62		
115115	04/30/2026	Open			Accounts Payable	CITY OF YUMA	\$175.00		
115116	04/30/2026	Open			Accounts Payable	CLAIMS RECOVERY TEAM	\$403.33		
115117	04/30/2026	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	\$435.00		
115118	04/30/2026	Open			Accounts Payable	CONSTANTINO, AYLIN	\$90.00		
115119	04/30/2026	Open			Accounts Payable	CONSTRUCTION SUPPLY HOLDINGS II, LLC	\$9,111.07		
115120	04/30/2026	Open			Accounts Payable	CORDOVA, BILL	\$75.00		
115121	04/30/2026	Open			Accounts Payable	CRASH DATA GROUP INC	\$1,660.68		
115122	04/30/2026	Open			Accounts Payable	DEL FIRE STORE	\$916.76		
115123	04/30/2026	Open			Accounts Payable	EMAZON, JESUS	\$490.00		
115124	04/30/2026	Open			Accounts Payable	FACTOR SALES, INC.	\$354.27		
115125	04/30/2026	Open			Accounts Payable	FERGUSON WATERWORKS	\$7,492.94		
115126	04/30/2026	Open			Accounts Payable	FRICKE, CARSON	\$275.00		
115127	04/30/2026	Open			Accounts Payable	G&T ALARM CO LLC	\$78.00		
115128	04/30/2026	Open			Accounts Payable	GUEVARA, ALAN	\$91.00		
115129	04/30/2026	Open			Accounts Payable	HACH COMPANY	\$3,108.00		
115130	04/30/2026	Open			Accounts Payable	HD SUPPLY, INC.	\$393.52		
115131	04/30/2026	Open			Accounts Payable	I AM WELLNESS STUDIO, LLC	\$200.00		
115132	04/30/2026	Open			Accounts Payable	LEYVA HERNANDEZ, JUAN, ADAN	\$60.00		

SCHEDULE D

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
115133	04/30/2026	Open			Accounts Payable	MARTIN'S CUSTOM CABINETS, LLC	\$580.00		
115134	04/30/2026	Open			Accounts Payable	MORFIN, ANGEL	\$275.00		
115135	04/30/2026	Open			Accounts Payable	NAVARRETE, VICTOR	\$275.00		
115136	04/30/2026	Open			Accounts Payable	NEW BORDER TACTICAL, INC.	\$3,648.75		
115137	04/30/2026	Open			Accounts Payable	NOGALES, GISELA	\$75.00		
115138	04/30/2026	Open			Accounts Payable	PETTY CASH/POLICE	\$184.36		
115139	04/30/2026	Open			Accounts Payable	PFVT MOTORS, INC	\$50,096.85		
115140	04/30/2026	Open			Accounts Payable	POSITIVE PROMOTIONS	\$3,395.91		
115141	04/30/2026	Open			Accounts Payable	POWERWERX INC	\$115.98		
115142	04/30/2026	Open			Accounts Payable	PROACTIVE WORK HEALTH MEDICAL CENTER INC	\$770.00		
115143	04/30/2026	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$330.00		
115144	04/30/2026	Open			Accounts Payable	REMINGTON INDUSTRIAL SUPPLY LLC	\$1,677.79		
115145	04/30/2026	Open			Accounts Payable	REENTERIA, EDGAR	\$91.00		
115146	04/30/2026	Open			Accounts Payable	REPUBLIC SERVICES, INC.	\$291.87		
115147	04/30/2026	Open			Accounts Payable	RIVERA MARK	\$275.00		
115148	04/30/2026	Open			Accounts Payable	RUIZ, IGNACIO	\$90.00		
115149	04/30/2026	Open			Accounts Payable	SANTANA, ERICK	\$25.00		
115150	04/30/2026	Open			Accounts Payable	STANDARD INSURANCE CO.	\$1,666.88		
115151	04/30/2026	Open			Accounts Payable	STUDIO CERO NUEVE DESIGNS	\$1,888.82		
115152	04/30/2026	Open			Accounts Payable	SWIFTCOMPLY US OPCO INC	\$6,176.85		
115153	04/30/2026	Open			Accounts Payable	TACOS Y MARISCOS LA INDIA LLC	\$1,826.72		
115154	04/30/2026	Open			Accounts Payable	THE WINDOOR SHOP	\$4,056.26		
115155	04/30/2026	Open			Accounts Payable	TOM PONTON INDUSTRIES, INC.	\$6,062.00		
115156	04/30/2026	Open			Accounts Payable	TORNADO FENCE LLC	\$8,700.00		
115157	04/30/2026	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA), INC.	\$272.71		
115158	04/30/2026	Open			Accounts Payable	URIAS, RAYMOND	\$150.00		
115159	04/30/2026	Open			Accounts Payable	WESTFAX, INC.	\$174.20		
115160	04/30/2026	Open			Accounts Payable	WPS TRICARE FOR LIFE	\$146.32		
115161	04/30/2026	Open			Accounts Payable	XEROX CORPORATION	\$43.81		
115162	04/30/2026	Open			Accounts Payable	ZARAGOZA, JOSE	\$91.00		
115163	04/30/2026	Open			Accounts Payable	ZSCHOOL, LLC	\$1,800.00		
115164	04/30/2026	Open			Accounts Payable	VALENCIA, ADALBERTO	\$116.00		
Type Check Totals:									
EFT									
9572	04/28/2026	Open			Accounts Payable	AIRGAS, INC.	\$151.52		
9573	04/30/2026	Open			Accounts Payable	AIRGAS, INC.	\$1,735.53		
9574	04/30/2026	Open			Accounts Payable	AMERICAN HEART ASSOCIATION, INC.	\$963.88		
9575	04/30/2026	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$129.76		
9576	04/30/2026	Open			Accounts Payable	BSN SPORTS	\$3,611.21		
9577	04/30/2026	Open			Accounts Payable	CDWG	\$3,158.34		
9578	04/30/2026	Open			Accounts Payable	CENTERLINE SUPPLY WEST	\$1,372.83		
9579	04/30/2026	Open			Accounts Payable	CHAPMAN CHEVROLET BUICK GMC YUMA LLC	\$923.60		
9580	04/30/2026	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$2,624.61		
9581	04/30/2026	Open			Accounts Payable	CONSULTANT ENGINEERING INC	\$12,527.50		
9582	04/30/2026	Open			Accounts Payable	CORE & MAIN LP	\$10,848.26		
							<hr/>		
							\$139,343.08		

Payment Register

From Payment Date: 4/27/2026 - To Payment Date: 4/30/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
9583	04/30/2026	Open			Accounts Payable	CORE ENGINEERING GROUP, PLLC	\$2,561.00		
9584	04/30/2026	Open			Accounts Payable	CROWN AWARDS	\$1,608.20		
9585	04/30/2026	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$62.50		
9586	04/30/2026	Open			Accounts Payable	D & H ELECTRIC INC.	\$2,315.00		
9587	04/30/2026	Open			Accounts Payable	DELL MARKETING L.P.	\$2,558.86		
9588	04/30/2026	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$223.75		
9589	04/30/2026	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$959.34		
9590	04/30/2026	Open			Accounts Payable	DESERT WATER STORE INC	\$99.63		
9591	04/30/2026	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$1,286.00		
9592	04/30/2026	Open			Accounts Payable	GARCIA, JESUS	\$192.00		
9593	04/30/2026	Open			Accounts Payable	GREATER YUMA ECONOMIC DEV CORP	\$661.85		
9594	04/30/2026	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$8,118.05		
9595	04/30/2026	Open			Accounts Payable	KINGHOSE INDUSTRY LLC	\$2,841.36		
9596	04/30/2026	Open			Accounts Payable	LESLIE'S POOLMART INC.	\$204.72		
9597	04/30/2026	Open			Accounts Payable	LG ON SITE LLC	\$1,228.42		
9598	04/30/2026	Open			Accounts Payable	LOOMIS	\$2,250.20		
9599	04/30/2026	Open			Accounts Payable	MAX SUPPLIES AND SERVICES LLC	\$1,882.07		
9600	04/30/2026	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$2,480.73		
9601	04/30/2026	Open			Accounts Payable	METRO FIRE EQUIPMENT INC	\$112.00		
9602	04/30/2026	Open			Accounts Payable	MN8 ENERGY OPERATING COMPANY LLC	\$24,639.85		
9603	04/30/2026	Open			Accounts Payable	MOTOROLA SOLUTIONS, INC	\$98,780.91		
9604	04/30/2026	Open			Accounts Payable	MUSCO CORPORATION	\$121,543.00		
9605	04/30/2026	Open			Accounts Payable	POLAR COOLING LLC	\$550.00		
9606	04/30/2026	Open			Accounts Payable	PRECISION PROTECTIVE SERVICES LLC	\$494.94		
9607	04/30/2026	Open			Accounts Payable	R.D. OFFUTT COMPANY	\$679.88		
9608	04/30/2026	Open			Accounts Payable	ROACH PEST CONTROL	\$250.00		
9609	04/30/2026	Open			Accounts Payable	RUSH TRUCK CENTER	\$731.73		
9610	04/30/2026	Open			Accounts Payable	SAM'S CLUB	\$2,535.52		
9611	04/30/2026	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO.	\$14,430.65		
9612	04/30/2026	Open			Accounts Payable	SANFORD, JAMES	\$387.31		
9613	04/30/2026	Open			Accounts Payable	SEBIS DIRECT INC.	\$1,101.43		
9614	04/30/2026	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$446.03		
9615	04/30/2026	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$2,626.07		
9616	04/30/2026	Open			Accounts Payable	TRUCKPRO HOLDING CORPORATION	\$380.93		
9617	04/30/2026	Open			Accounts Payable	UNITED ROTARY BRUSH CORP	\$5,505.17		
9618	04/30/2026	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$901.59		
9619	04/30/2026	Open			Accounts Payable	YUMA NURSERY LLC	\$3,951.72		
9620	04/30/2026	Open			Accounts Payable	YUMA SUN INC	\$876.00		
9621	04/30/2026	Open			Accounts Payable	YUMA WINNELSON CO.	\$17,023.28		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals									
							50 Transactions	\$367,528.73	

Payment Register

From Payment Date: 4/27/2026 - To Payment Date: 4/30/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	74	\$139,343.08	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	74	\$139,343.08	\$0.00	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	50	\$367,528.73	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	50	\$367,528.73	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	124	\$506,871.81	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	124	\$506,871.81	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	74	\$139,343.08	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	74	\$139,343.08	\$0.00	
				EFTs	Status	Count	Transaction Amount	Reconciled Amount	
					Open	50	\$367,528.73	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	50	\$367,528.73	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	124	\$506,871.81	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	124	\$506,871.81	\$0.00	

Guadalupe Canez

Digitally signed by: Guadalupe Canez
 DN: CN = Guadalupe Canez email =
 gcanez@sanluisaz.gov C = AD
 Date: 2026.04.30 18:46:09 -07'00'



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. A.

Meeting Date: 05/13/2026

Department Head: Angel Ramirez, Fire Chief, Fire Department

Submitted By: Angel Ramirez, Fire Chief, Fire Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the purchase of a new Zoll Cardiac Monitor. **(Angel Ramirez, Fire Chief)**

SUMMARY:

Our fire department is committed to providing the highest level of emergency medical care to our community. One critical piece of equipment that directly impacts patient outcomes is the cardiac monitor/defibrillator. We are requesting approval to purchase a new ZOLL cardiac monitor for one of our new vehicles. We would like to purchase this equipment through ZOLL Medical Corporation, a sole source vendor for X Series cardiac monitors/defibrillators as allowed under procurement code 3.05.020, Exclusive Services.

Cardiac monitors are essential tools used in life-threatening emergencies such as heart attacks, cardiac arrest, respiratory distress, and trauma. Modern devices, such as those produced by ZOLL, provide advanced capabilities, including real-time cardiac rhythm analysis, high-quality CPR feedback, capnography, and rapid defibrillation. These features significantly improve a patient's chances of survival and recovery.

Investing in a new ZOLL cardiac monitor will:

- Improve patient survival rates through advanced monitoring and defibrillation
- Provide firefighters and paramedics with reliable, up-to-date tools
- Reduce long-term maintenance costs associated with outdated equipment
- Ensure compliance with current EMS standards and best practices
- Enhance our department's ability to serve residents and visitors effectively

While the upfront cost is significant, the value of this investment must be measured in lives saved, improved patient outcomes, and the safety of our responders. This is not simply a purchase; it is a commitment to the health and well-being of our community.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PURCHASE OF A NEW CARDIAC MONITOR THROUGH ZOLL MEDICAL CORPORATION FOR THE AMOUNT OF \$53,191.70, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: CITY

TOTAL: \$53,191.70
BUDGETED AMOUNT: \$55,000.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 340-341-90000
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):
N/A

Attachments

Zoll Quote
Sole Source Letter



ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 Federal ID# 04-2711626

Phone: (800) 348-9011
 Fax: (978) 421-0015
 Email: esales@zoll.com

Quote No: Q-140352 Version: 1

San Luis Fire Dept
 Po Box 7740
 San Luis, AZ 85349

Quote No: Q-140352
 Version: 1

ZOLL Customer No: 149522

Issued Date: April 1, 2026
 Expiration Date: May 31, 2026

Enrique Lopez
 (928) 246-7150
 elopez@sanluisaz.gov

Terms: Net due in 30 days

FOB: Destination
 Freight: Free Freight

Prepared by: Bill Scott
 EMS Territory Manager
 bill.scott@zoll.com

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	CH-57475	601-2231011-01	<p>X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, CPR Expansion Pack</p> <p>Includes: 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Carry case, Operator Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	1	\$56,138.62	\$43,022.12	\$43,022.12
2	CH-19953	8300-000676	OneStep Cable, X Series	1	\$603.58	\$440.61	\$440.61
3	CH-57475	8009-0020	CPR-D-padz and CPR Stat Padz Connector	1	\$523.24	\$416.56	\$416.56



ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 Federal ID# 04-2711626

Phone: (800) 348-9011
 Fax: (978) 421-0015
 Email: esales@zoll.com

San Luis Fire Dept
 Quote No: Q-140352 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
4	CH-57475	REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist Lock connector	1	\$43.26	\$34.44	\$34.44
5	CH-57475	REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist Lock connector	1	\$37.08	\$29.52	\$29.52
6	CH-57475	REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	1	\$36.05	\$28.70	\$28.70
7	CH-57475	REUSE-08-2MQ	Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2-Tube, Twist Lock connector	1	\$35.02	\$27.88	\$27.88
8	CH-19953	8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	1	\$266.77	\$194.74	\$194.74
9	CH-19953	8000-000862	Masimo LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft	1	\$927.00	\$676.71	\$676.71
10	CH-19953	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	2	\$1,061.93	\$775.21	\$1,550.42
11		8778-89033-WF	Professional Defibrillators/Monitors - Worry-Free Service Plan - 3 Years On-Site At Time of Sale Includes: Annual preventive maintenance, discount on parameter upgrades, SurePower battery replacement upon failure, and accidental damage (see below) coverage. Shipping and use of a Service Loaner during repairs, no charge shipping. Service Plan is a continuation of ZOLL Limited Product Warranty. Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.	1	\$6,770.00	\$6,770.00	\$6,770.00

Subtotal: \$53,191.70

Total: \$53,191.70

Contract Reference	Description
CH-19953	Reflects Service Contract Worry Free X Series Modifier 2023 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in Service Contract Worry Free X Series Modifier 2023 shall apply to the customer's purchase of the products set forth on this quote.
CH-57475	Reflects National Purchasing Partners (NPP) contract PS25850 Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in the NPP contract PS25850 shall apply to the customer's purchase of the products set forth on this quote.



ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

San Luis Fire Dept
Quote No: Q-140352 Version: 1

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on May 31, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

Order Information (to be completed by the customer)

Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

San Luis Fire Dept
Authorized Signature:

Name: _____
Title: _____
Date: _____

April 13, 2026

San Luis Fire Dept
Po Box 7740
San Luis, AZ 85349

Dear Enrique Lopez,

We appreciate your selection of ZOLL[®] products. This letter serves as confirmation that ZOLL[®] Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer of X Series[®] and X Series Advanced[®] Defibrillators for the EMS Market (“Sole Source”).

X Series[®] and X Series Advanced[®] Defibrillators provide Real BVM Help which helps rescuers provide high-quality manual ventilation in a manner that has never been possible, and TBI Dashboard technology that helps rescuers quickly detect and respond to signs of patient deterioration. In addition, no vendor or dealer is authorized to provide warranty or service.

Should you have any questions or require additional information please contact contracts@zoll.com.

Sincerely,



Pamela Thornton
VP of EMS Sales



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. B.

Meeting Date: 05/13/2026

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

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

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the City of San Luis Business Center Electrical Service and Exhaust Project. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

The City of San Luis Public Works department, under its Facilities division, is seeking Mayor and Council approval to accept and award a construction contract to Merrill Development, Inc. for the San Luis Business Center Electrical Service and Exhaust Project.

The contractor shall furnish all labor, materials, equipment, tools and perform all services required for the City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project. The job consists of connecting to electrical service, replacing interior lighting, and installing exhaust fans in the vacant half of the San Luis Business Center building, so that the City of San Luis can use it for storage, following the plans prepared by Sternco Engineers.

The project was publicly advertised and procured utilizing the new procurement portal, OpenGov. Merrill Development, Inc. was determined to be the lowest responsive and responsible bidder, submitting a bid in the amount of \$104,464.50.

Staff evaluated all bids and recommends awarding the contract to Merrill Development, 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 MERRILL DEVELOPMENT, INC., FOR THE SAN LUIS BUSINESS CENTER ELECTRICAL PROJECT IN THE AMOUNT OF \$104,464.50, AND APPROVE THE BUDGET TRANSFER AS PRESENTED IN THE FISCAL IMPACT OF THIS ITEM.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$104,464.50
BUDGETED AMOUNT:	\$0
AVAILABLE AMOUNT TO TRANSFER:	\$104,464.50

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Business Center Fund Capital
Outlay - Improv Build GL
account 802-820-90005
Balance -444.00

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

The City of San Luis Business Center Electrical Service and Exhaust Project is not currently budgeted for FY2026. To fund this project, staff is requesting that the city council authorize a budget transfer from the General Fund GL account 100-999-80000 (Contractual Services -Non-Departmental) to the Business Center Fund 802-820-90005 project 2026-077 Business Center Building Improvements (Capital Outlay - Improv Building).

Attachments

Bid Advertisement
Bid Tabulation
Bid Documents
Contract

AFFP
YS - 2026-RFP-00000008

Affidavit of Publication

STATE OF AZ } SS
COUNTY OF YUMA }

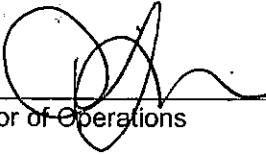
Lisa Reilly or David Fornof, being duly sworn, says:

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:

04/12/2026 04/19/2026

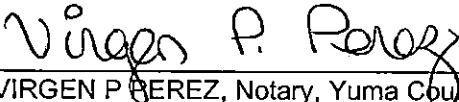
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Publisher or Director of Operations

Subscribed to and sworn to me this 19th day of April 2026.

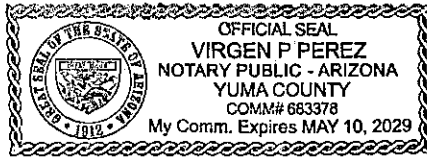


VIRGEN P PEREZ, Notary, Yuma County, AZ

My commission expires: May 10, 2029

38831 582288

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

CITY OF SAN LUIS BUSINESS CENTER ELECTRICAL

SERVICE, LIGHTING, AND EXHAUST PROJECT

2026-RFP-00000008

NOTICE IS HEREBY GIVEN THAT sealed proposals or bids will be received through the Procurement Portal at <https://procurement.opengov.com/portal/sanluisaz>, until 11:00 am (M.S.T.) on Monday, April 27, 2026, for furnishing all labor, materials, equipment, tools and performing all services required for the construction of the City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project and work incidental thereto. Each Bid should be submitted through the Procurement Portal 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 City of San Luis is seeking a certified contractor to furnish all labor, materials, equipment, tools and performing all services required for the City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project. The job consists of connecting to electrical service, replacing interior lighting, and installation of exhaust fans in the vacant half of the San Luis Business Center so the City of San Luis can use it for storage, following the plans prepared by Sternco Engineers, and complete the project before June 30, 2026.

The project shall be complete and in place within 30 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>.

No Pre-Bid meeting will be held for this project.

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 on Monday, April 27, 2026, 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 Business Center Electrical Service, Lighting, and Exhaust Project.

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: April 12, 19, 2026 - 582288



REQUEST FOR BIDS

CITY OF SAN LUIS, ARIZONA

CITY OF SAN LUIS BUSINESS CENTER ELECTRICAL SERVICE, LIGHTING, AND EXHAUST PROJECT

2026-RFP-00000008

NOTICE IS HEREBY GIVEN THAT sealed proposals or bids will be received through the Procurement Portal at <https://procurement.opengov.com/portal/sanluisaz>, until 11:00 am (M.S.T.) on Monday, April 27, 2026, for furnishing all labor, materials, equipment, tools and performing all services required for the construction of the **City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project** and work incidental thereto. Each Bid should be submitted through the Procurement Portal 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 City of San Luis is seeking a certified contractor to furnish all labor, materials, equipment, tools and performing all services required for the City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project. The job consists of connecting to electrical service, replacing interior lighting, and installation of exhaust fans in the vacant half of the San Luis Business Center so the City of San Luis can use it for storage, following the plans prepared by Sternco Engineers, and complete the project before June 30, 2026.

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City of San Luis, Arizona

Jenny Torres, City Manager

Yuma Sun: April 12, 19, 2026 - 582288



City of San Luis
Procurement

1090 E Union Street, San Luis, AZ 85349

EVALUATION TABULATION

RFB No. 2026-RFP-00000008

City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project

RESPONSE DEADLINE: April 27, 2026 at 11:00 am

Report Generated: Wednesday, May 6, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Merrill Development, inc.	\$104,464.50
Atlantic Pacific Standard	\$135,043.20
Pilkington Construction Co.	\$151,104.00
LIGHTDAY SOLAR CA INC	\$230,107.50

CITY OF SAN LUIS PRICE CENTER ELECTRICAL SERVICE, LIGHTING AND EXHAUST PROJECT

Vendor	Total
Merrill Development, inc.	\$104,464.50

EVALUATION TABULATION

RFB No. 2026-RFP-00000008

City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project

Vendor	Total
Atlantic Pacific Standard	\$135,043.20
Pilkington Construction Co.	\$151,104.00
LIGHTDAY SOLAR CA INC	\$230,107.50

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Atlantic Pacific Standard	LIGHTDAY SOLAR CA INC	Merrill Development, inc.	Pilkington Construction Co.
Proposal	Pass	Pass	Pass	Pass
Bid Surety Bond	Pass	Fail	Pass	Fail
Non-Collusion Affidavit	Pass	Pass	Pass	Pass
Bidders Participation Subcontractors and Suppliers List	Pass	Pass	Pass	Pass
Certificate of Insurance	Pass	Fail	Pass	Pass

RFB No. 2026-RFP-00000008

City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project



CITY OF SAN LUIS

REQUEST FOR BID (RFB)

FOR

**CITY OF SAN LUIS BUSINESS CENTER ELECTRICAL SERVICE, LIGHTING,
AND EXHAUST PROJECT**

2026-RFP-00000008

SEALED REQUEST FOR BID DEADLINE

Monday, April 27, 2026, 11:00 am

CITY OF SAN LUIS

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

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CITY OF SAN LUIS
undefined

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Attachments:

A - Contractor's Affidavit Regarding Settlement of Claims

B - 2025_06_26_4208-Final Mech Plans

C - 2025_06_26_4208-Final Elec Plans

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN THAT sealed proposals or bids will be received through the Procurement Portal at <https://procurement.opengov.com/portal/sanluisaz>, until 11:00 am (M.S.T.) on Monday, April 27, 2026, for furnishing all labor, materials, equipment, tools and performing all services required for the construction of the **City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project** and work incidental thereto. Each Bid should be submitted through the Procurement Portal 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 City of San Luis is seeking a certified contractor to furnish all labor, materials, equipment, tools and performing all services required for the City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project. The job consists of connecting to electrical service, replacing interior lighting, and installation of exhaust fans in the vacant half of the San Luis Business Center so the City of San Luis can use it for storage, following the plans prepared by Sternco Engineers, and complete the project before June 30, 2026.

The project shall be complete and in place within 30 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>.

No Pre-Bid meeting will be held for this project.

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 on Monday, April 27, 2026 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 Business Center Electrical Service, Lighting, and Exhaust Project.](#)

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

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, April 20, 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 NO VALUE pre-bidders conference will be held at NO VALUE at the NO VALUE on NO VALUE.

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 **30 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 Monday, April 27, 2026 immediately after the close of the bidding.
- City staff will convene in the San Luis City Hall, Pedro Julian Conference Room, 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.

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:	April 12, 2026
Advertisement/Release Project Date:	April 19, 2026
Question Submission Deadline:	April 20, 2026, 6:00pm
Question Response Deadline:	April 22, 2026, 6:00pm
Submission Deadline:	April 27, 2026, 11:00am
Bid Opening:	April 27, 2026, 11:00am
Council Meeting :	May 13, 2026, 6:00pm

3.2. PROJECT NAME, LOCATION, AND OVERVIEW

PROJECT NAME:

The name of this project is **City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project**. All correspondence and documents are to reference “City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project”.

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 North San Luis Plaza Drive.

OVERVIEW:

The **City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project** 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, **City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project**.

The proposed work is located within the limits of the City of San Luis, Arizona on North San Luis Plaza Drive.

The City of San Luis is seeking a certified contractor to furnish all labor, materials, equipment, tools and performing all services required for the City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project. The job consists of connecting to electrical service, replacing interior lighting, and installation of exhaust fans in the vacant half of the San Luis Business Center so the City of San Luis can use it for storage, following the plans prepared by Sternco Engineers, and complete the project before June 30, 2026.

PROPOSAL KIT

1. Proposal*

Project Name: City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project

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 **30** 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

CITY OF SAN LUIS PRICE CENTER ELECTRICAL SERVICE, LIGHTING AND EXHAUST PROJECT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Electrical Work - Light Fixtures Replacement as per plans	1	Lump Sum		
2	Mechanical Work - Installation of Exhaust Fans as per plans	1	Lump Sum		
3	5% contingency for total from line items 1 & 2	1	5% of total		
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 limits 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 Contract.
- 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

AGREEMENT FOR THE CONSTRUCTION OF CITY OF SAN LUIS

City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project

This agreement ("Contract") is made on Wednesday, May 13, 2026, by and between:

<p>Merrill Development, inc. 3266 E 33rd Place Yuma, AZ 85365</p> <p>Incorporated ("Contractor") and</p>	<p>City of San Luis 1090 East Union Street [physical address] P.O. Box 7740 [mailing address] San Luis, Arizona 85349</p> <p>an Arizona municipal corporation ("City" or "City of San Luis")</p>
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The Contractor and City may be referred to individually as the "Party" and collectively as the "Parties." All defined words in the document titled "General Conditions of the Contract" ("General Conditions"), which was provided in the City's Request for Proposals ("RFP"), City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project, 2026-RFP-00000008, 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 Business Center Electrical Service, Lighting, and Exhaust Project ("Project"), per the Contractor's bid of April 27, 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 May 13, 2026;

NOW, THEREFORE, the above recitals are incorporated into this Contract. In consideration of the City paying the sum of \$104,464.50 to the Contractor and the Contractor constructing the Business Center Electrical Service, Lighting, Exhaust 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:	Merrill Development, inc. 3266 E 33rd Place Yuma, AZ 85365 Telephone: (928) 341-0185 E-mail: mikem@merrilldevelopment.com
CONTRACTOR MANAGER:	Michael Merrill Merrill Development, inc. Telephone: (928) 341-0185 E-mail: mikem@merrilldevelopment.com
PROJECT ENGINEER / DESIGNER:	Carlos Lopez, QCxP, CQM Sternco Engineers, Inc. Telephone: (928) 782-3601 E-mail: carlos@sterncoengineers.com
PROJECT DESCRIPTION:	City of San Luis Business Center Electrical Service, Lighting, and Exhaust Project
PROJECT LOCATION:	Yuma County, Arizona within the limits of the City of San Luis, Arizona, on North San Luis Plaza Drive.

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 limited 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 thirty (30) 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 thirty (30) 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 \$104,464.50.

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.

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:

City of San Luis, Arizona

SIGNATURE

Sonia Cornelio, City Clerk

FULL NAME, TITLE

DATE SIGNED

SIGNATURE

Nieves Riedel, Mayor

FULL NAME, TITLE

DATE SIGNED

Approved As to Form

SIGNATURE

Joseph D. Estes, City Attorney

FULL NAME, TITLE

DATE SIGNED

General Contractor

SIGNATURE

Michael Merrill

FULL NAME

DATE SIGNED



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. C.

Meeting Date: 05/13/2026

Department Head: Manuel Hernandez, Assistant Director of Public Works, Public Works Department

Submitted By: Xochitl Lopez, Administrative Coordinator, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of Amendment No. 1 to the Intergovernmental Agreement (IGA) between the City of San Luis and the Arizona Department of Transportation (ADOT) for the US 95 Raised Median Project. **(Manuel Hernandez, Assistant Director of Public Works)**

SUMMARY:

The City of San Luis previously approved an Intergovernmental Agreement with ADOT under Resolution No. 2299 for the construction of a raised median along US 95 from County 20½ St. to Co. 22nd St. During final design, the construction cost estimate exceeded the programmed federal funding. To maintain the project within the allocated budget, ADOT has requested Amendment No. 1 to revise the project limits, reducing the original segment from County 20½ Street to County 22nd Street **(approximately 1.5 miles)** , and the new project limits will be from County 21st Street to County 22nd Street **(approximately 1.1 miles)** .

The total project cost of \$2,261,450 and funding structure (94.3% federal HSIP funds and 5.7% local match) remain unchanged. The City's construction match of \$101,731.00 remains unchanged from the original agreement and has already been approved and paid for.

All other terms of the original agreement, including scope of work, funding responsibilities, and obligations, remain unchanged. This amendment allows the project to proceed without requiring additional City funding. ADOT anticipates advertising the project for construction bids in late May of this year.

Public Works is requesting Mayor and Council approval of Amendment No. 1 to the ADOT Intergovernmental Agreement for the US 95 raised median project, revising the limits from County 20½ Street–County 22nd Street to County 21st Street–County 22nd Street to stay within the federal budget allocated for this project. The total project cost and funding structure remain unchanged, including the City's previously approved construction match of \$101,731. All other terms of the agreement remain the same, and no additional City funding is required. Approval of this amendment will allow ADOT to proceed with advertising the project for construction.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE US 95 RAISED MEDIAN PROJECT.

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):
N/A

Attachments

Resolution #2299
23-0009364-Amend One



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2299

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE US 95 RAISED MEDIAN CONSTRUCTION PROJECT UTILIZING FEDERAL FUNDS; REPEALING CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

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

Section 1: The Mayor and City Council deem that it is in the best interest of the City of San Luis' residents to contract with Arizona Department of Transportation to construct US 95 Raised Median from County 20 ½ Street to County 22nd Street, an area within San Luis, Arizona.

Section 2: A true copy of the intergovernmental agreement is incorporated into this resolution as though set forth again in full.

Section 3: The Mayor is authorized and directed to execute the said agreement for and on behalf of the City of San Luis.

Section 4: City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 5: If a conflict arises between this resolution and any other ordinance, resolution, regulation, or policy of the City of San Luis, the conflicting provisions are amended, superseded, and replaced, and this resolution shall govern.

Section 6: If any section, subsection, sentence, clause phrase, or a portion of this resolution is held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this resolution.

[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 December 2023.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

ADOT CAR No.: IGA 23-0009364-I
Amendment No. 1: 26-0011533-I
AG Contract No.: P0012023001770
Project Location/Name: US 95, County
21st St to County 22nd St
Type of Work: Raised Medians
Federal-aid No.: HSIP-SLS-0(206)T
ADOT Project No.: T0465 01D/03D/01C
TIP/STIP No.: SL24-01D
ALN: 20.287 - Surface Transportation
Block Grant Program
Budget Source Item No.: 103641

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SAN LUIS

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. ONE”), is entered into this date _____, pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF SAN LUIS, acting by and through its MAYOR and CITY COUNCIL (the “City” or “Local Agency”). The State and the Local Agency are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 23-0009364-I, A.G. Contract No. P0012023001770, was executed on February 15, 2024, (the “Original Agreement”);

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the Local Agency is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the Local Agency; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise the Project limits. The Parties desire to amend the Original Agreement, as follows:

The Parties incorporate the paragraphs set forth above as part of the body of this Amendment No. One.

I. RECITALS

3. The work proposed under this Agreement consists of installing a raised median on US 95 from County 21st Street to County 22nd Street, (the "Project"). The Project cost, shown in Exhibit A, is estimated at \$2,261,450.00, which includes federal aid and the Local Agency's match. The State will administer the design, and advertise, bid and award, and administer the construction of the Project.

II. SCOPE OF WORK

(NO CHANGES)

III. MISCELLANEOUS PROVISIONS

(NO CHANGES)

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

THIS AMENDMENT NO. ONE shall become effective upon the full completion of signing and dating by all Parties to this Amendment No. One.

IN ACCORDANCE WITH A.R.S. § 11-952 (D), the written determination of each Party’s legal counsel providing that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF SAN LUIS

By _____ Date _____
NIEVES RIEDEL
Mayor

ATTEST:

By _____ Date _____
SONIA CORNELIO
City Clerk

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of San Luis, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.
Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
MATT MOUL, PE
Project Delivery and Operations
Division Director

This Amendment No. One between public agencies, the State of Arizona and City of San Luis has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Amendment No. One.

By _____ Date _____
Assistant Attorney General



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. D.

Meeting Date: 05/13/2026

Department Head: Manuel Hernandez, Assistant Director of Public Works, Public Works Department

Submitted By: Xochitl Lopez, Administrative Coordinator, Public Works Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the approval of additional funding for ADOT project administrative fees and right of way and environmental clearances for the Los Alamos Street & 10th Avenue Curve Realignment Project (ADOT Project No. T044201D/03D). **(Manuel Hernandez, Assistant Director of Public Works)**

SUMMARY:

The Los Alamos Curve Realignment Project was approved by the Mayor and Council on June 14, 2023, through an Intergovernmental Agreement (IGA) with ADOT, with an estimated total project cost of approximately \$1.7 million, including federal funding and local match. Since initiation, the design phase has been extended due to additional right-of-way (ROW) requirements and environmental coordination, resulting in cost increases to advance the project to construction.

Timeline & Cost Summary (City Share)

- 2023 (IGA Approved): \$97,776
- 2025 (Contract Modification): \$63,494 (ROW & environmental)
- 2026 **(Current Request)**: \$18,548 (ADOT administrative fees)
- 2026 **(Current Request)**: \$18,908 (ADOT 3rd Party ROW & environmental clearances)

ADOT has indicated that existing funds are exhausted due to extended project duration, additional ROW efforts, and environmental requirements. To cover the \$37,456 overage, staff proposes a budget transfer from the following projects:

- \$28,000 from Project 2025029 – County 22nd St & 4th Ave Intersection Improvements (unspent funds)
- \$9,456 from Project 2026043 – Highway Users (HP Latex 700 W Printer), deferred due to the relocation of the Highway Users Warehouse for Fire Station #3

Per the IGA, the City is responsible for all costs exceeding initial estimates.

Public Works is requesting Mayor and Council approval of \$37,456.00 in additional funding for ADOT administrative fees, right-of-way, and environmental clearances for the Los Alamos Curve Realignment Project. Funding will be covered through a budget transfer from existing projects. Per the IGA, the City is responsible for costs exceeding initial estimates.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE \$37,456.00 FOR ADOT PROJECT ADMINISTRATIVE FEES AND CLEARANCES FOR THE LOS ALAMOS CURVE REALIGNMENT PROJECT AND AUTHORIZE A BUDGET TRANSFER AS DESCRIBED IN THE FISCAL IMPACT STATEMENT.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$37,456.00
BUDGETED AMOUNT: 0
AVAILABLE AMOUNT TO TRANSFER: \$37,456.00
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Capital Outlay - Improvement Roads #200-210-90010

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

To cover the \$37,456 overage, staff proposes a budget transfer from the following projects:

- \$28,000 from Project 2025029 – County 22nd St & 4th Ave Intersection Improvements (unspent funds).
- \$9,456 from Project 2026043 – Highway Users (HP Latex 700 W Printer), deferred due to the relocation of the Highway Users Warehouse for the Fire Station #3.

Per the IGA, the City is responsible for all costs exceeding initial estimates.

Attachments

Invoice #LA2026000146
ADOT CAR No. IGA 23-0009169-1
ADOT - Contract Modification Checklist
Budget Transfer
Invoice #LA2026000151



Remit to:
Arizona Department of Transportation
206 S 17TH AVE
MAILDROP 203B
Local Agency
PHOENIX AZ 85007

Bill to:
San Luis, City Of
PO Box 1170
San Luis AZ 85349

Customer Name		INVOICE
San Luis, City Of		
Customer Number	Invoice Number	Invoice Date
DT0083	LA2026000146	04-13-26
	ARDept/BPRO	Due Date
	DTA:LA010	05-13-26
	Amount Due	Amount Enclosed
	\$18,908.00	

Please check if address has changed. Write correct address on back of stub and attach with payment

Payment Method: Check Money Order

Please write Invoice No on front of check or Money Order. DO NOT MAIL CASH

----- Please detach the above stub and return with your remittance. -----

ADOT
ORIGINAL

Customer Number	Original Invoice Date	Original Due Date
DT0083	04-13-26	05-13-26
Customer Name	Invoice Number	Invoice Date
San Luis, City Of	LA2026000146	04-13-26

Invoice Charges

Ref Line No.	Description	Billing Date	No. Of Units	Unit of Measure	Unit Price	Charges/Credits
1	IGA 23-0009169-I T044203D- Invoice for additional funds for contract mod for design	04-13-26				\$18,908.00
Total Invoice Charges						\$18,908.00

Other Charges

Description	Date	Charges
Total Other Charges		

Credit Payments Applied	\$0.00
Total Amount Due	\$18,908.00

Additional Notes:

Instructions

Please contact our office for payment and billing questions.

Contact:	LA - AR	(602) 712-7534	accountsreceivable@azdot.gov
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ADOT CAR No.: IGA 23-0009169-I
AG Contract No.: P0012023000820
Project Location/Name: 10th Avenue and
Los Alamos Street Curve Realignment
Type of Work: Curve Realignment
Federal-aid No.: SLS-0-(205)T
ADOT Project No.: T0442 01D/03D/01C
TIP/STIP No.: SLS23-06
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SAN LUIS

THIS AGREEMENT (“Agreement”) is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF SAN LUIS, acting by and through its MAYOR and CITY COUNCIL (the “City” or “Local Agency”). The State and the Local Agency are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The work proposed under this Agreement consists of the realignment of a 90-degree curve, pavement of 5 foot shoulders through the curve and installation of fluorescent curve warning signs at 10th Avenue and Los Alamos Street, (the “Project”). The Project cost, shown in Exhibit A, is estimated at \$1,717,986.00, which includes federal aid and the Local Agency’s match. The State will administer the design, and the State will advertise, bid and award, and administer the construction of the Project.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
 - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
 - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the Yuma Metropolitan Planning Organization (YMPO). The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
 - d. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$1,710.00 and the Local Agency's share of the Project design costs, estimated at \$16,844.00. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.
 - c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design costs, on behalf of the Local Agency, prepare and provide all documents

pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.

- d. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.
- e. After completion of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$79,222.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
- f. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
- g. After receipt of FHWA authorization, proceed to advertise for, receive and open bids award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
- h. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
- i. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.
- j. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of the initial PDA costs, estimated at \$1,710.00 and the Local Agency's share of Project design costs, estimated at \$16,844.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
 - c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
 - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$79,222.00, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
 - e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
 - f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
 - g. As applicable, certify that the Local Agency has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)

- h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.
- j. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right of way to re-establish the prior right location for those utilities with prior rights.
- k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- l. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file an NOT with ADEQ when final stabilization is reached, as applicable.
- m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local

Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide

information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of San Luis
Attn: Jorge Perez
PO Box 3750
San Luis, AZ 85349
(928) 341-8577
jperez@sanluisaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of San Luis
Attn: Jorge Perez
PO Box 3750
San Luis, AZ 85349
(928) 341-8577
jperez@sanluisaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of San Luis
Attn: Jorge Perez
PO Box 3750
San Luis, AZ 85349
(928) 341-8577
jperez@sanluisaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF SAN LUIS

By _____ Date _____
NIEVES RIEDEL
Mayor

ATTEST:

By _____ Date _____
SONIA CORNELIO
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the CITY OF SAN LUIS, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____

STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

By _____ Date _____

BRENT A. CAIN, PE
Transportation Systems Management and Operations Division
Division Director

A.G. Contract No. P0012023000820 (ADOT IGA 23-0009169-I), an Agreement between public agencies, the State of Arizona and the City of San Luis, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____

Assistant Attorney General

EXHIBIT A
Cost Estimate

T0422 01D/03D/01C

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost:

Federal-aid funds @ 94.3%	\$ 28,290.00
Local Agency's match @ 5.7%	1,710.00
	<hr/>
Subtotal - PDA	\$ 30,000.00

Scoping/Design:

Federal-aid funds @ 94.3%	\$ 278,657.00
Local Agency's match @ 5.7%	16,844.00
	<hr/>
Subtotal - Scoping/Design	\$ 295,501.00

Construction:*

Federal-aid funds @ 100%	\$ 2,625.00
Federal-aid funds @ 94.3%	1,310,638.00
Local Agency's match @ 5.7%	79,222.00
	<hr/>
Subtotal - Construction	\$ 1,392,485.00

Estimated TOTAL Project Cost **\$ 1,717,986.00**

Total Estimated Local Agency Funds **\$ 97,776.00**

Total Federal Funds **\$ 1,620,210.00**

* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)

Contract Modification Checklist

Contract Number _____ Consultant Name _____
 Contract Description _____
 Project Name _____ Modification Amount _____
 ADOT Project No. _____ Task Order _____ Rev Number _____
 ADOT Project/Task Manager _____ ADOT Contract Manager (Not ECS Staff) _____
 Consultant Contact Name _____ Consultant Email _____
 Consultant Signatory Name _____

This checklist is to be completed and submitted by the Prime Consultant along with each Contract Modification submittal. Please check the appropriate boxes designating documentation included in each submittal for the Prime Consultant, Subconsultant and Tier-Subconsultant.

Prime Subs Tier-Subs Contract Modification Required Documents

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Transmittal Letter on Consultant Letterhead, signed and dated
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scope of Work Narrative
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cost Proposal Cost Derivation Sheet, Signed and Dated
			<i>All costs must be consistent with the contract</i>
			Cost Proposal Cost Derivation Sheet must contain the following:
			<ul style="list-style-type: none"> • Approved Labor Classifications • Approved Rates, Hours, Overhead Rates • List of Other Direct Costs • List of Subconsultant and Vendor Costs
			Are New Labor Classifications proposed? <input type="checkbox"/> No <input type="checkbox"/> Yes: Submit Certified Payroll
			Are New Subconsultants proposed? <input type="checkbox"/> No <input type="checkbox"/> Yes: Submit Add or Remove Subconsultant Request Form & Certified Payroll
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Direct Expense Cost Derivation
			<ul style="list-style-type: none"> • Detailed list of Approved Direct Expenses with unit, rate and total • Vendor quotes required for all externally generated Direct Expenses
			<i>Lump sum quotes for Direct Expenses are not acceptable</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are New Direct Expense items/rates proposed? <input type="checkbox"/> No <input type="checkbox"/> Yes – Submit Vendor Quote
			Post Design Services (PDS) Scope of Work
			<input type="checkbox"/> Using previously established PDS Rates?
			<input type="checkbox"/> Proposing new or establishing PDS Rates (Initial PDS only)? – Submit Certified Payroll
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the Contract have a DBE Goal? <input type="checkbox"/> No <input type="checkbox"/> Yes: Submit appropriate documents listed below:
			<input type="checkbox"/> Intended Participation Affidavit – Consultant*, signed and dated
			<input type="checkbox"/> Intended Participation Affidavit – Subconsultant, signed and dated
			<input type="checkbox"/> Certification of Good Faith Efforts *, signed and dated
			<i>* If the affidavit does not meet the DBE Goal, a GFE is also required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other (describe): _____

ADOT Project Manager Contract Modification Submittal Checklist

ADOT Project Manager and Contract Manager have reviewed and recommend the attached Contract Modification Package and certify that the scope of work is consistent with the contract and authorize ECS to execute the Modification.

Consultant Initiation Date (1st contact for this work) _____ Calendar Days required to complete this Project/Task Order work: _____

ADOT Project Manager Review and Concurrence Date: _____ PM/TM Initials: _____ CM Initials: _____

Check boxes are to be marked to designate documentation included in PM submittal along with the above noted items from the consultant.

Include Project Manager Scope of Work, Schedule, Hour and Contract Estimate, Negotiation Docs **(REQUIRED)**

Funding Source Approval – Check Appropriate Box(es) for type and attach documents **(REQUIRED)**

FHWA: Include Signed FARA form or FHWA email (include current available budget documentation)

JPA: Executed JPA (include current available budget documentation)

State: Signed RARF or Non-Federal form (Include current available budget documentation)

Other: Funding Approval Documentation (include current available budget documentation)

Funding Available? No Yes **(AFIS/PIRT SCREENSHOT REQUIRED)**

If no, anticipated authorization/funding availability date: _____

If Post Design Services, attach:

Resident Engineer’s Email & FAST 125 Financial Card or Recap Sheet

If Task Order Waiver is required; attach the completed and signed document (If needed, ECS will obtain FHWA signature)

If an ANTP/LNTP was executed, attach a copy of the completed and signed documentation



April 8, 2026

Arizona Department of Transportation
Engineering Consultants Section
205 S. 17th Ave, Room 293E, Mail Drop 616E
Phoenix, AZ 85007-3213

Attn: Brenda Contreras, Contract Manager

Re: Contract Modification – Additional R/W
Contract #: 2022-006.05
Contract Description: Project Development On-Call
TRACS No.: T0442 03D

Dear Ms. Contreras:

As design has progressed on the 10th Avenue and Los Alamos Street Curve Realignment project, it has been determined that additional environmental services are required for the above referenced project. This is due to the need to complete a flat tailed horned lizard survey, additional time to record the existing adjacent canal with the Historic In-Use Structure Form and submit a Field Work Authorization request to the Bureau of Land Management.

EPS Group, Inc. (Legal Description, Exhibit, and Project Management):

As part of this work, EPS Group, Inc. will and has administered project management activities related to this change to coordinate this contract modification, including additional meeting time and contract administration time. Some of this effort has already occurred.

Tierra Right of Way Services (Tierra) (R/W Acquisition and Environmental Services):

The contract modification for Tierra includes additional management and coordination time, time to complete a flat tailed horned lizard survey (method is attached), and additional time to record the existing adjacent canal with the Historic In-Use Structure Form and submit a Field Work Authorization request to the Bureau of Land Management.

See attached Scope & Fee from Tierra for the additional Environmental Services as described above.

EPS Group Inc. would like to request a contract modification to the above-referenced contract to increase the total budget by **\$18,908**.

Please see the attached "Derivation of Cost Proposal" for details. If you have any questions regarding this proposal, please contact me at your convenience.

Respectfully Submitted,

A handwritten signature in blue ink that reads "J D Beier".

James Beier, PE, PTOE, RSP₁
Project Manager

Firm Name: EPS Group, Inc.

Contract No: 2022-006.05
 TRACS No: T0442 03D
 New Contract: No
 Contract Mod: Yes

Derivation of Cost Proposal Summary

April 6, 2026

Direct Labor

<u>Classification</u>	<u>Man-hours</u>	<u>Contract Rate</u>	<u>Totals</u>
Project Manager	16	\$ 62.63	\$ 1,002.08
Project Engineer	0	\$ 51.44	\$ -
Engineer	0	\$ 43.69	\$ -
Registered Land Surveyor - Sr.	0	\$ 63.75	\$ -
Survey Party Chief	0	\$ 35.52	\$ -
Survey Technician	0	\$ 33.07	\$ -
Photogrammetrist	0	\$ 50.00	\$ -
CADD Technician	0	\$ 41.30	\$ -
Administrative	0	\$ 32.56	\$ -
	16		\$ 1,002.08
	Negotiated Overhead Rate =	149.66%	\$ 1,499.71
	Subtotal (Direct Labor + Overhead) =		\$ 2,501.79
	Fixed Fee (10%) =		\$ 250.18
	FCCM 0.27% of Direct Labor=		\$ 2.71

Direct Expenses

<u>Item</u>	<u>Unit</u>	<u>Number</u>	<u>Unit Cost</u>	<u>Total</u>
Lodging	Man -Day		\$ 98.00	\$ - Per ADOT Travel Policy
Meals	Man -Day		\$ 49.00	\$ - Per ADOT Travel Policy
			\$ -	\$ -

Outside Services and Sub-Consultants (See Attachment(s) for Cost Derivation)

<u>Firm</u>	<u>Total</u>
ACS (DBE)	
Ethos (DBE)	
Tierra	\$ 16,153.82
Total Sub-Consultant Services	\$ 16,153.82
TOTAL LUMP SUM COST	\$ 18,908

Submitted By EPS Group, Inc.





March 26, 2026
Revised April 2, 2026

James Beier
EPS Group, Inc.
8710 N Thornydale Road, Suite 140
Tucson, AZ 85742

RE: 10th Avenue and Los Alamos Street Curve Realignment
TROW No.: 23EC00-282.00
ADOT TRACS No.: T0442 01C
ADOT Contract No.: 2022-006.03
Contract Modification: 2

Dear Mr. Beier,

Tierra Right of Way Services (Tierra) is pleased to submit this revised proposal for environmental services for the above-referenced project.

The contract modification includes additional management and coordination time, time to complete a flat tailed horned lizard survey (method is attached), and additional time to record the existing adjacent canal with the Historic In-Use Structure Form and submit a Field Work Authorization request to the Bureau of Land Management. We estimate the lump sum cost of the services will be \$16,153.82. Invoices will be submitted monthly for work completed to date.

Please contact me at 520.319.2106 if you have any questions. Thank you for your time and consideration.

Sincerely,

Jennifer Jennings
Senior Environmental Planner

Enclosures: As noted

Tierra Right of Way Services, Ltd

Corey Long, Qualifying Broker #BR542156000

1575 River Road, Suite 201 • Tucson, Arizona 85718 • Phone: 520.319.2106 • Fax: 520.323.3326

Right of Way • Cultural Resources • Environmental Planning

Toll Free 800.887.0847 • www.tierra-row.com





10th Avenue and Los Alamos Street Curve Realignment
ADOT TRACS No.: T0442 01C
ADOT Contract No.: 2022-006.03
Contract Modification: 2

SCOPE OF WORK

Task 3. Biological Resources--FTHL Survey Scope

Presence / absence surveys for FTHL will be conducted following the recommended protocol from the Flat-tailed Horned Lizard Rangeland Management Strategy (2003 Revision). This survey will not be restricted to the project limits of approximately 2 acres but will occur within the action area as determined in the biological evaluation of approximately 22 acres.

The presence/absence walking survey will be conducted by a qualified ADOT-approved biologist and focus on finding horned lizards; however, scat and horned lizards shall also be noted. The surveys will be conducted between April and September 2026, and primarily in the morning when air temperatures are between 75 and 100 degrees F. The survey will include 4, 1-hectare (2.47 acres) plots located in the action area. A 1-hour survey will be conducted within each of the 4 plots to locate FTHL. FTHL will not be captured and/or handled during the surveys.

Because FTHLs are often easier to detect on roadways than during walking surveys, while at the site, road surveys will also be conducted and shall consist of driving all roads within the action area, twice, very slowly, in the survey area and recording any horned lizards observed. As with the walking surveys, road surveys should be conducted from April through September primarily in the morning when air temperatures range from 75 to 100 degrees F.

The results of the survey will be provided in a Biological Survey Summary Memo, and include survey dates, methods, location, weather conditions, results of the surveys, photos of habitat and photos of FTHL if detected.

DERIVATION OF COST PROPOSAL - SUMMARY

Firm: Tierra Right of Way Services, Ltd.
 1575 East River Road, Suite 201
 Tucson, Arizona 85718
 Phone: (800) 887-0847

10th Avenue and Los Alamos Street Curve Realignment
 TROW No.: 553.23.22
 ADOT Project No.: T0442 03D
 ADOT Contract No.: 2022-006.05
 ADOT Contract Mod. No.: 2

Direct Labor Classification	Person Hours	Average Hourly Rate*	Amount
Enviro. Program Manager	8	\$67.78	\$542.24
Project Manager	10	\$47.50	\$475.00
Environmental Planner/Scientist -	6	\$44.25	\$265.50
Biologist - Sr.	40	\$67.78	\$2,711.20
Biologist	0	\$25.50	\$0.00
Cultural Principal Investigator	4	\$37.50	\$150.00
Archaeologist - Sr.	32	\$37.00	\$1,184.00
Cultural Project Manager	2	\$36.53	\$73.06
GIS Analyst/Technician - Sr.	10	\$34.50	\$345.00
Total	112		\$ 5,746.00
	FCCM	0.14%	\$ 8.04
	Overhead (PAO 23.10)	143.91%	\$8,269.07
*Negotiated Rate		Subtotal	<u>\$14,023.11</u>
	Profit	10%	\$1,402.31
Direct Expenses			
(Listed by Item at Actual Cost --	Units	Unit Cost	Cost
Mileage (per ADOT Travel Policy)	720	\$0.670	\$482.40
Loggng (per ADOT Travel Policy)	1	\$110.00	\$110.00
Meals (per ADOT Travel Policy)	2	\$68.00	\$136.00
		Total Expenses	<u>\$728.40</u>

Total Lump Sum Cost **\$16,153.82**



Signature

April 2, 2026

Date

Staff Hours
Tierra Right of Way Services. LTD.
10th Avenue and Los Alamos Street Curve Realignment
TROW No.: 23EC00-282.00
ADOT TRACS No.: T0442 03D
ADOT Contract No.: 2022-006.05
ADOT Contract Mod. No.: 2

Description	Program Manager	Project Manager	Environmental Planner/ Scientist - Sr.	Biologist - Sr.	GIS Analyst/Technician - Sr.	Cultural Principal Investigator	Archaeologist - Sr.	Cultural PM	Total
Task Management									
Task 1. PM and Coordination	4	4		6		2			16
Task 3. Biological Resources	2	4	6	34	8				54
Task 4. Cultural Resources	2	2			2	2	32	2	42
Total	8	10	6	40	10	4	32	2	112

ESTIMATE OF DIRECT EXPENSES

Item	Unit Cost	Quantity	Cost
Meals per ADOT Travel Policy	\$68.00	2	\$136.00
Mileage per ADOT Travel Policy	\$0.670	720	\$482.40
Lodging per ADOT Travel Policy	\$110.00	1	\$110.00
Total			\$728.40

Expense Justification

Additional trips for FTHL surveys

**PROFESSIONAL SERVICES
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Intended Participation Affidavit – Summary**

Contract No.: 2022.006.05 TRACS No.: T0442 03D Mod No.: 13 Task No.: R2
 Consultant Name: EPS Group AZ UTRACS Registration No.: 10354
 DBE Liaison Name: Greg Froehlich Contact Phone Number: (480) 503-2250
 Contract or Task Amount: \$ 377,821.00 Contract DBE Goal %: 11.94

Note: Total Contract/Task Amount must include the original and any additional amount applied to the Contract or Task Order.

A	B	C	D	E	F	G
DBE Firm Name	Vendor Type	Work Description	Total Contract/Task Amount	Adjustments	Total Amount Toward DBE Goal	DBE Performing at Least 30%? Y/N
ACS	Subcons	Hazardous Materials Report (PISA)	\$ 4,799.43	\$ 0.00	\$ 4,799.43	YES
Ethos	Subcons	Geotechnical and Structural Engineering	\$ 12,665.81	\$ 948.36	\$ 11,717.45	YES
					\$ 0.00	
					\$ 0.00	
					\$ 0.00	
					\$ 0.00	
					\$ 0.00	
					\$ 0.00	
					\$ 0.00	
					\$ 0.00	

(H) Total Amount Toward DBE Goal	\$ 16,516.88
(I) Total % of DBE Commitment	4.37%
(J) Contract DBE Goal %	11.94

By signature below, the undersigned agrees that formal agreements/subcontracts with the listed DBE firms will occur for the work cited herein should this contract be awarded.

James Beier
 (Name of Principal/Officer)
 James Beier
 (Principal/Officer Signature)

Project Manager
 (Title)
 04/08/2026
 (Date)



ARIZONA DEPARTMENT OF TRANSPORTATION

PROFESSIONAL SERVICES

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Intended Participation Affidavit

Refer to instructions
on Page 2

Prime Contractor: EPS Group Project Name: 10th Ave & Los Alamos St Curve Reali

Contract No.: 2022-006.05 TRACS No.: T0442 03D Mod No.: 13 Task No.: R2

DBE Firm Name: ACS Services LLC AZ UTRACS Registration No.: 10041

Type of Firm: Consultant Subconsultant Lower-tier Subconsultant Vendor Broker (Fees/Commission)

1. The undersigned is prepared to perform the following scope(s) of work on the above referenced project.

- Total Contract/Task Amount must include the original and any additional amount applied to the Contract or Task Order
- DBE firm listed above must complete at least 30% of its own contract amount

A	B	C	D	E
NAICS Code	Work Description	Total Contract/ Task Amount	Adjustments	Total Amount Toward DBE Goal
541620	Environmental consulting services	\$ 4,799.43	\$ 0.00	\$ 4,799.43
				\$ 0.00
				\$ 0.00
				\$ 0.00
Total Amount Toward DBE Goal:				\$ 4,799.43

2. (Broker Only) The undersigned affirms that the amount of fees and commissions for work quoted above are as follows:

Total Contract Amount: _____ Fees/Commissions Assessed on Award: _____

3. The undersigned will sublet and/or award \$ 0.00 of work bid to a non-DBE firm.

Firm Name(s): _____

4. The undersigned will sublet and/or award \$ 0.00 of work to another certified DBE firm. (Attach signed DBE affidavit.)

Firm Name(s): _____

Confirmation of Participation

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should this contract/task be awarded.

I, Andrew Jamrogiewicz, Engineering Dept. Mgr. confirm that ACS Services LLC
(Authorized DBE firm officer, print name and title) (Name of DBE firm)

will be participating in the above project.

The DBE firm will be performing the scope as describe above for a DBE credit of \$ 4,799.43
(Total Amount Toward DBE Goal)

Andrew Jamrogiewicz
Digitally signed by Andrew Jamrogiewicz
DN: cn=Andrew Jamrogiewicz, o=ACS Services LLC, ou, email=andy@acs1servicesllc.com, c=US
Date: 2023.10.08 16:37:03 -0700
(Authorized DBE firm officer, Signature)

10/08/2023
(Date)

**ARIZONA DEPARTMENT OF TRANSPORTATION
PROFESSIONAL SERVICES
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Intended Participation Affidavit Individual**

Clear Form

Instructions on Page 3

Prime Consultant: EPS Group, Inc. Project Name: 10th & Los Alamos Curve Realignment

Contract No.: 2022-006.05 TRACS No.: T0442 03D Mod No.: 13 Task No.: R2

DBE Firm Name: Ethos Engineering, LLC AZ UTRACS Registration No.: 10363

Type of Firm:

- Consultant
 Subconsultant
 Lower-tier Subconsultant
 Vendor
 Broker (Fees/Commission)

1. The undersigned is prepared to perform the following scope(s) of work on the above referenced project.

Total Contract/Task Amount must include the original and any additional amount applied to the Contract or Task Order

A	B	C	D	E
NAICS Code	Work Description	Total Contract/ Task Amount	Adjustments	Total
541330	Engineering Services	\$ 12,665.81	\$ 948.36	\$ 11,717.45
				\$ 0.00
				\$ 0.00
				\$ 0.00
Total DBE Credit Amount:				\$ 11,717.45

2. **(Broker Only)** The undersigned affirms the amount of fees and commissions for work quoted above under "Total" are as instructed on page 3 to determine DBE Credit Amount.

3. The undersigned will **sublet** and/or award \$ 948.36 of work bid to a **non-DBE firm**.

Firm Name(s):
Quail Construction

4. The undersigned will **sublet** and/or award \$ 4,311.17 of work bid to a **certified DBE firm**.

Firm Name(s):
ACS Services, LLC

(Must provide a signed DBE INTENDED PARTICIPATION AFFIDAVIT form for each DBE identified above)

**ARIZONA DEPARTMENT OF TRANSPORTATION
PROFESSIONAL SERVICES
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
Intended Participation Affidavit Individual**

Instructions on Page 3

Confirmation of Participation:

By signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should this contract/task be awarded.

I, Francisco J. Garza, Principal confirm that Ethos Engineering, LLC
(Authorized DBE firm officer, print name and title) (Name of DBE firm)
will be participating in the above project.

The DBE firm will be performing the scope as describe above for a DBE credit of \$ 11,717.45
(Total DBE Credit Amount)

Francisco Garza Digitally signed by Francisco Garza
Date: 2025.08.20 13:20:48-07'00'
(Authorized DBE firm officer, Signature)

8/20/2025
(Date)

PROFESSIONAL SERVICES
(Planning / Research)
CERTIFICATION OF GOOD FAITH EFFORTS

 Refer to
 Instructions on
 Page 5

General
Submit completed GFE Form (pages 1 – 4 only) with backup documentation, if any

Complete all sections of the form and include all back-up documentation. Incomplete forms will be returned unprocessed. For the purpose of this form, project specific contracts shall be evaluated on a contract basis and on-call contracts will be evaluated on a task order by task order basis. **For on-call contracts, consultants must complete this form by detailing efforts made to find additional DBEs if their current DBEs are unable to perform the work needed for this task order.** If the information does not relate to the task order in review, this GFE will be denied. ADOT BECO reserves the right to request further documentation from the Consultant/Subconsultant(s) to support and validate actions undertaken to secure DBE participation to meet the DBE goal for this contract/task order.

Attestation

 I, (Name) James Beier, do hereby acknowledge that I am the (Title) Project Manager

 of (Name of Firm) EPS Group and the Consultant selected for the ADOT project listed below:

Contract No.	Mod No.	Task Order No.	TRACS No.	Project Name	Total Contract/Task Amount *	DBE Percentage	
						Contract Goal%	Committed Goal%
2022-006.05	13		T0442 03D	10th Ave and Los Alamos St Curve	\$ 377,821.00	11.94	4.37

 * Total Contract/Task Amount must include any previous amounts of the Contract or Task Order.

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this contract/task order. Attach additional pages if necessary.

All of the work on this contract modification is being done by the prime consultant and a sub-consultant that is not a DBE. We have subcontracted work to three sub-consultants for environmental, geotechnical, and right-of-way services. Two of the three sub-consultants are DBE firms. The sub-consultant that is not a DBE has a larger percentage of the scope of work than the two DBE sub-consultants.

I hereby certify I demonstrated comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract/task order in accordance with Section 14.0 of the DBE Contract Specifications by my responses to the following:

GFE Activities
1. Contacting BECO For Assistance

 Date contacted: 05/13/2025

 BECO Staff contacted: Barrissa Gardner

 Prime Contact Name: James Beier

 Phone Number: (520) 408-1402

Brief summary of discussion and resolution:

I spoke with Barissa and explained we have three sub-consultants on the team, but only two of sub-consultants are DBE firms. A majority of the work is being done by the prime consultant and a sub-consultant that is not a DBE.

Was a DBE Supportive Services Solicitation Request submitted?

 Yes

 No

Submission Date

3. Complete the following table to identify DBE Firms Contacted, tasks, outreach and activities, and assistance offered. (Please use additional copies for more than 3 DBE firms Contacted)

DBE Firm Information	Dates Contacted	Describe Activity / Outreach / How the DBE was provided with access to project information.	Which Scoped Tasks/Items Referenced in Activity/Outreach	Outcome(s)*	Provide Justification / Sound Reason / Explanation for Outcome	Assistance Offered
Firm Name:				<input type="checkbox"/> Unsuccessful Negotiation <input type="checkbox"/> Unqualified for Work <input type="checkbox"/> Not Available within Project Schedule <input type="checkbox"/> Rejected Firm for <input type="checkbox"/> Other:		<input type="checkbox"/> Bonding <input type="checkbox"/> Credit <input type="checkbox"/> Insurance <input type="checkbox"/> Equipment <input type="checkbox"/> Supplies <input type="checkbox"/> Related Services
Contact Name:						
Location Address:						
City/State/ZIP:						
Phone Number:						
Email Address:						
Firm Name:				<input type="checkbox"/> Unsuccessful Negotiation <input type="checkbox"/> Unqualified for Work <input type="checkbox"/> Not Available within Project Schedule <input type="checkbox"/> Rejected Firm for <input type="checkbox"/> Other:		<input type="checkbox"/> Bonding <input type="checkbox"/> Credit <input type="checkbox"/> Insurance <input type="checkbox"/> Equipment <input type="checkbox"/> Supplies <input type="checkbox"/> Related Services
Contact Name:						
Location Address:						
City/State/ZIP:						
Phone Number:						
Email Address:						
Firm Name:				<input type="checkbox"/> Unsuccessful Negotiation <input type="checkbox"/> Unqualified for Work <input type="checkbox"/> Not Available within Project Schedule <input type="checkbox"/> Rejected Firm for <input type="checkbox"/> Other:		<input type="checkbox"/> Bonding <input type="checkbox"/> Credit <input type="checkbox"/> Insurance <input type="checkbox"/> Equipment <input type="checkbox"/> Supplies <input type="checkbox"/> Related Services
Contact Name:						
Location Address:						
City/State/ZIP:						
Phone Number:						
Email Address:						

***If negotiating in good faith with interested DBEs results in selecting a non-DBE over a DBE, attach copies of both firm's quotes.**

4. Explain how scoped tasks / items were broken down into economically feasible units to facilitate DBE participation:

--	--	--

5. Minority/Women Community Organizations: Identify minority/women community organizations used for providing assistance in the recruitment and placement of DBEs.

Organization Name	Contact Person	Assistance Requested

6. Other comments or information you want ADOT BECO to consider as part of your good faith effort.

--



Remit to:
Arizona Department of Transportation
206 S 17TH AVE
MAILDROP 203B
Local Agency
PHOENIX AZ 85007

Bill to:
San Luis, City Of
PO Box 1170
San Luis AZ 85349

Customer Name		INVOICE
San Luis, City Of		
Customer Number	Invoice Number	Invoice Date
DT0083	LA2026000151	04-21-26
	ARDept/BPRO	Due Date
	DTA:LA010	05-21-26
	Amount Due	Amount Enclosed
	\$18,548.00	

Please check if address has changed. Write correct address on back of stub and attach with payment

Payment Method: Check Money Order

Please write Invoice No on front of check or Money Order. DO NOT MAIL CASH

----- Please detach the above stub and return with your remittance. -----

ADOT
ORIGINAL

Customer Number	Original Invoice Date	Original Due Date
DT0083	04-21-26	05-21-26
Customer Name	Invoice Number	Invoice Date
San Luis, City Of	LA2026000151	04-21-26

Invoice Charges

Ref Line No.	Description	Billing Date	No. Of Units	Unit of Measure	Unit Price	Charges/Credits
1	IGA 23-0009169-I T044201D- Invoice for additional funds for ADOT Review & PDA Fees	04-21-26				\$18,548.00
Total Invoice Charges						\$18,548.00

Other Charges

Description	Date	Charges
Total Other Charges		

Credit Payments Applied	\$0.00
Total Amount Due	\$18,548.00

Additional Notes:

Instructions

Please contact our office for payment and billing questions.

Contact: LA - AR (602) 712-7534 accountsreceivable@azdot.gov



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. E.

Meeting Date: 05/13/2026

Department Head: Tomas Sanchez, City Engineer, Engineering

Submitted By: Oscar Barnett, Project Manager, Engineering

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the award of a contract to DPE Construction, Inc. for Lakin Drive Subsidence Issue - Road Improvement Construction project.
(Tomas Sanchez, City Engineer)

SUMMARY:

The Engineering Department is seeking Council approval to accept and award a construction contract to DPE Construction, Inc. for the Lakin Drive Subsidence Issue-Road Improvement Construction project, to address a street subsidence issue along a portion of Main Street immediately south of Lakin Drive.

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

The scope of work will be 60% completed in Fiscal Year 26 and finalized in Fiscal Year 27:
\$200,000.00 to be paid during the fiscal year ending June 30, 2026, and
\$171,800.00 to be paid during the fiscal year ending June 30, 2027, for a total of \$371,800.00

Staff evaluated and recommends awarding the contract to DPE Construction, Inc. This purchase falls under the bidding provisions of City of San Luis Procurement Code 3.05.010(D), 3.05.030, 3.05.040, and 3.05.05

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE CONTRACT WITH DPE CONSTRUCTION, INC. FOR THE LAKIN DRIVE SUBSIDENCE ISSUE-ROAD IMPROVEMENT CONSTRUCTION PROJECT IN THE AMOUNT OF \$371,800.00, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$371,800.00
BUDGETED AMOUNT:	\$200,000.00
AVAILABLE AMOUNT TO TRANSFER:	N/A

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: Capital Outlay Improvement
Roads 200-210-90010
\$1,107,956.55

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

Capital Outlay Improvement Roads 200-210-90010

Attachments

Bid Tabulation

Bid Documents

Contract



City of San Luis
Procurement

1090 E Union Street, San Luis, AZ 85349

EVALUATION TABULATION

RFB No. 2026-RFP-00000006

Lakin Street Subsidence Issue - Road Improvement Construction

RESPONSE DEADLINE: April 20, 2026 at 1:00 pm

Report Generated: Thursday, April 23, 2026

SELECTED VENDOR TOTALS

Vendor	Total
DPE Construction	\$371,800.00
Gutierrez Canales Engineering	\$394,999.35

TABLE 1

Vendor	Total
DPE Construction	\$371,800.00
Gutierrez Canales Engineering	\$394,999.35

RFB No. 2026-RFP-00000006

Lakin Street Subsidence Issue - Road Improvement Construction



CITY OF SAN LUIS
REQUEST FOR BID (RFB)
FOR
LAKIN STREET SUBSIDENCE ISSUE - ROAD IMPROVEMENT
CONSTRUCTION
2026-RFP-00000006

SEALED REQUEST FOR BID DEADLINE
Monday, April 20, 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

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

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN THAT sealed proposals or bids will be received through the Procurement Portal at <https://procurement.opengov.com/portal/sanluisaz>, until 1:00 pm (M.S.T.) on Monday, April 20, 2026, for furnishing all labor, materials, equipment, tools and performing all services required for the construction of the **Lakin Street Subsidence Issue - Road Improvement Construction** and work incidental thereto. Proposals will then be publicly opened and read aloud. Each Bid should be submitted through the Procurement Portal 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 project shall be complete and in place within 90 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 San Luis City Hall, Pedro Julian Conference Room, 1090 E. Union St. San Luis, AZ 85349 on Monday, April 13, 2026, at 1:00 pm (M.S.T.) to discuss specifications and any questions Bidders may have. The Pre-bid conference may also be attended virtually via the following link: [Pre-Bid Meeting - Lakin Street Subsidence Issue - Road Improvement Construction](#).

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 on Monday, April 20, 2026 at 1:00 P.M. (M.S.T) and read aloud. Bid opening can also be viewed virtually via the following link: [Bid Opening - Lakin Street Subsidence Issue - Road Improvement Construction](#).

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

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 Wednesday, April 15, 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 1:00 pm at the San Luis City Hall, Pedro Julian Conference Room, 1090 E. Union St. San Luis, AZ 85349 on Monday, April 13, 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 **90 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 Monday, April 20, 2026 immediately after the close of the bidding.
- City staff will convene in the Pedro Julian Conference Room at the San Luis City Hall, open the proposals 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 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

3.1. TIMELINE

Advertisement/Release Project Date:	April 5, 2026
Advertisement/Release Project Date:	April 12, 2026

Pre-Bid Meeting (Non-Mandatory):	April 13, 2026, 1:00pm San Luis City Hall, Pedro Julian Conference Room, 1090 E. Union St. San Luis, AZ 85349
Question Submission Deadline:	April 15, 2026, 6:00pm
Question Response Deadline:	April 16, 2026, 6:00pm
Submission Deadline:	April 20, 2026, 1:00pm
Bid Opening:	April 20, 2026, 1:00pm
Contractor Selection Date:	April 21, 2026
Tentative Council Meeting :	May 13, 2026, 6:00pm

3.2. PROJECT NAME, LOCATION, AND OVERVIEW

PROJECT NAME:

The name of this project is **Lakin Street Subsidence Issue - Road Improvement Construction**. All correspondence and documents are to reference “Lakin Street Subsidence Issue - Road Improvement Construction”.

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, along a portion of Main Street immediately south of Lakin Drive.

OVERVIEW:

The **Lakin Street Subsidence Issue - Road Improvement Construction** 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 consists of roadway improvements to address a street subsidence issue along a portion of Main Street immediately south of Lakin Drive. The work includes, but is not limited to, approximately 700 square

yards of pavement removal and replacement, roadway over excavation, adjustment of existing valves to finish grade, striping, storm drain and manholes improvements and other work incidental to the project as specified in the project plans.

PROPOSAL KIT

1. Proposal*

Project Name: Lakin Street Subsidence Issue - Road Improvement Construction

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 **90** 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
1	Pending	1	1		
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 limits 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 Contract.

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

AGREEMENT FOR THE CONSTRUCTION OF CITY OF SAN LUIS

Lakin Street Subsidence Issue - Road Improvement Construction

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

<p>DPE Construction 1636 E 20th Street Yuma, AZ 85365</p> <p>Corporation ("Contractor") and</p>	<p>City of San Luis 1090 East Union Street [physical address] P.O. Box 7740 [mailing address] San Luis, Arizona 85349</p> <p>an Arizona municipal corporation ("City" or "City of San Luis")</p>
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The Contractor and City may be referred to individually as the "Party" and collectively as the "Parties." All defined words in the document titled "General Conditions of the Contract" ("General Conditions"), which was provided in the City's Request for Proposals ("RFP"), Lakin Street Subsidence Issue - Road Improvement Construction, 2026-RFP-00000006, 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 – Lakin Street Subsidence Issue - Road Improvement Construction ("Project"), per the Contractor's bid of April 20, 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 May 13, 2026;

NOW, THEREFORE, the above recitals are incorporated into this Contract. In consideration of the City paying the sum of \$371,800.00 to the Contractor and the Contractor constructing the Lakin Street Subsidence Issue - Road Improvement Construction 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 Barnett, Project Manager City of San Luis Telephone: (928) 341-8577 Ext. 2011 E-mail: obarnett@sanluisaz.gov
CONTRACTOR:	DPE Construction 1636 E 20th Street Yuma, AZ 85365 Telephone: (928) 783-7885 E-mail: estebanh@dpeyuma.com
CONTRACTOR MANAGER:	Esteban Hernandez DPE Construction Telephone: (928) 783-7885 E-mail: estebanh@dpeyuma.com
PROJECT ENGINEER / DESIGNER:	Roman Vega Nicklaus Engineering, Inc. Telephone: (928) 344-8374 E-mail: rvega@neiaw.com
PROJECT DESCRIPTION:	City of San Luis, Lakin Street Subsidence Issue - Road Improvement Construction
PROJECT LOCATION:	Within the limits of the City of San Luis, Arizona, along a portion of Main Street immediately south of Lakin Drive.

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. 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;
7. Bid documents {including but not limited to the advertisement for bids, bid schedule, addenda (if any), additive bid items (if any), and the Proposal};
8. Certificates of Insurance;
9. Notice to Proceed, as defined in the General Conditions; and
10. 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 limited 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 ninety (90) days** (calendar days, as defined in Section 2.12 of the General Conditions) **after the date of Notice to Proceed**. Final Completion will be determined, and Final Acceptance will be issued pursuant to Sections 6.3 and 6.4 of the General Conditions.

6-4 Liquidated Damages.

6-4.01 The Contractor acknowledges and agrees that if the Contractor fails, neglects, or refuses to obtain the Final Completion of the Work within ninety (90) days, the City will sustain extensive damages and serious loss as a result of such failure. The Contractor agrees to pay the City liquidated damages for delay in the sum of **\$490.00** for each consecutive calendar Day after the ninety (90) days have expired and the Final Completion of Work is not achieved. The Parties agree that the stated liquidated damages are reasonable to compensate the City and not as punitive damages. (The sum of \$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 \$371,800.00.

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:

City of San Luis, Arizona

SIGNATURE

Sonia Cornelio, City Clerk

FULL NAME, TITLE

DATE SIGNED

SIGNATURE

Nieves Riedel, Mayor

FULL NAME, TITLE

DATE SIGNED

Approved As to Form

SIGNATURE

Joseph D. Estes, City Attorney

FULL NAME, TITLE

DATE SIGNED

General Contractor

SIGNATURE

Esteban Hernandez

FULL NAME

DATE SIGNED



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. F.

Meeting Date: 05/13/2026

Department Head: Tomas Sanchez, City Engineer, Engineering

Submitted By: Tomas Sanchez, City Engineer, Engineering

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the award of a contract to Kimley Horn and Associates, Inc. for environmental professional services for the 10th Avenue Widening Project - Cesar Chavez Boulevard to County 22nd Street. **(Tomas Sanchez, City Engineer)**

SUMMARY:

The Engineering Department is seeking Council approval for professional environmental services related to 10th Avenue Widening Project (Cesar Chavez Boulevard to County 22nd Street) as allowed under Procurement Code Section 03.05.080 - Professional Services.

Kimley Horn and Associates, Inc. will provide an Environmental Assessment, Initial Burrowing Owl Survey, Class III Cultural Resources Survey, and a Flat-Tailed Horned Lizard (FTHL) Project Evaluation Protocol Survey. These surveys and assessments will be conducted as a requirement of the United States Bureau of Reclamation for right-of-way acquisition needed for road widening.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE PROFESSIONAL ENVIRONMENTAL SERVICES CONTRACT WITH KIMLEY HORN AND ASSOCIATES, INC. FOR THE 10TH AVENUE WIDENING PROJECT IN THE AMOUNT OF \$89,500.00, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$89,500.00
BUDGETED AMOUNT:	0
AVAILABLE AMOUNT TO TRANSFER:	\$975,808.20
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:	Capital Outlay Improvement 200-860-90010/\$975,808.20

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

The 10th Ave Widening – Full Buildout Design Project (Project #2025024) and the Cesar Chavez Blvd Project (Project #2025054) are both funded within the same General Ledger account (200-860-90010). Therefore, no budget transfer between GL accounts is required.

However, staff will reallocate \$89,500 in available project funding from the Cesar Chavez Blvd Project (Project #2025054) to the 10th Ave Widening – Full Buildout Design Project (Project #2025024) to address additional environmental requirements.

Engineering Department recently discovered that environmental clearances would be needed in order for this project to continue. Initial Burrowing Owl Survey, Class III Cultural Resources Survey, and Flat-Tailed Horned Lizard (FTHL) Project Evaluation Protocol Survey are requirements of the United States Bureau of Reclamation for right-of-way acquisition needed for the road widening project. Kimley Horn Engineering has provided a proposal of \$89,500 to complete the aforementioned.

Attachments

Proposal

Contract



April 23, 2026

Tomas Sanchez, PE, RLS
City Engineer
City of San Luis
Engineering Department

Submitted via email: tsanchez@sanluisaz.gov

Re: Letter Agreement for Professional Services for
10th Avenue Widening Project (Cesar Chavez Boulevard to County 22nd Street)
City of San Luis, Arizona

Dear Mr. Sanchez:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) submits this Letter Agreement (“Agreement”) to the City of San Luis (“Client”) for providing environmental services for the 10th Avenue Widening Project (Cesar Chavez Boulevard to County 22nd Street) (“Project”).

Project Understanding

The project limits include 6.1 acres of proposed new right-of-way (ROW) and proposed new temporary construction easement (TCE) along 10th Avenue on Bureau of Reclamation (Reclamation) lands (**Exhibit A**).

Assumptions

Kimley-Horn’s scope and fee are based on the following assumptions:

- Burrowing owl surveys will be conducted in the morning (1/2 hour before sunrise and 3 hours after sunrise) and/or evening (1/2 hour before sunset and 2 hours after sunset).
- The duration of each survey will consist of 1 day including 2 people

If any of these assumptions are not correct, then the scope and fee will change.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1- Environmental Assessment (EA)

Draft EA

Kimley-Horn will prepare the draft EA in accordance with 43 CFR Part 46 and 516 DM 1 – U.S. Department of the Interior Handbook of National Environmental Policy Act Implementing Procedures (February 2026). Kimley-Horn will submit the draft EA to the Reclamation for review and up to three (3) rounds of comments.

Final EA

Kimley-Horn will prepare the Final EA and Finding of No Significant Impact (FONSI). Kimley-Horn will submit the Final EA and FONSI to the Reclamation for review and up to three (3) rounds of comments.

Task 2 - Initial Burrowing Owl Survey

Kimley-Horn will complete a presence/absence survey for burrowing owls in the project area (6.1 acres). Surveys will be conducted by following the protocol provided in the Arizona Game and Fish Department (AGFD) Burrowing Owl Project Clearance Guidance for Landowners (2009).

Kimley-Horn will record Global Positioning System (GPS) locations of inactive burrows, active burrows, and locations of live burrowing owls (if practicable). Kimley-Horn will prepare and submit the required data sheets and transect map to AGFD. This task does not include burrowing owl relocation permitting or preconstruction surveys. These tasks will be dependent on the initial survey results and would require a change order.

Task 3 - Class III Cultural Resources Survey

As a subconsultant to Kimley-Horn, Chronicle Heritage will examine the AZSITE database and the National Register Information System database. Chronicle Heritage will also coordinate with the Reclamation to conduct a review of their records. This search will be conducted to determine the location of any previously conducted archaeological surveys, previously recorded archaeological sites, or historic properties within a 0.5-mile radius of the Area of Potential Effects (APE). Archival General Land Office (GLO) survey plats maintained by the Bureau of Land Management (BLM) and U.S. Geological Survey (USGS) topographic maps will also be consulted to evaluate the possible presence and location of historic resources on the property. Chronicle Heritage will request an Archaeological Resources Protection Act (ARPA) permit from the Reclamation prior to survey.

Chronicle Heritage archaeologists will then conduct a pedestrian survey of the APE following Arizona State Museum (ASM) and State Historic Preservation Office (SHPO) inventory standards and guidelines. Archaeologists will walk parallel transects spaced not more than 20 meters (m) apart, recording all isolated occurrences (IO) and mapping and recording any archaeological sites identified in the APE. This will include any historic buildings, structures, or features. Chronicle Heritage will evaluate the significance of all identified cultural resources in terms of eligibility for listing in the Arizona and National Registers of Historic Places (A/NRHP), and provide recommendations for mitigation, if necessary.

The results of the Class III survey will be presented in a report which will meet all ASM and SHPO standards and will include the results of the literature review, a description of the field methods, a record of isolated occurrences, a detailed description of each site recorded, an evaluation of each site's potential eligibility for inclusion in the A/NRHP, and management recommendations.

After the final Class III technical report is approved by Reclamation, all documentation, including daily logs, spatial data, and photographs generated as part of the archaeological work will be curated. Chronicle Heritage will prepare project-related materials for curation in accordance with Reclamation's standards and guidelines.

Task 4 – Flat-Tailed Horned Lizard (FTHL) Project Evaluation Protocol Survey

As a subconsultant to Kimley-Horn, Nicklaus Engineering, Inc. will provide biologists to conduct an initial FTHL protocol survey on 10th Avenue between County 22nd Street and Cesar Chavez Boulevard. Services consist of preparation of a survey plan for Reclamation review and execution of field surveys to assess FTHL presence. This survey will be a one-time event and will consist of two (2) biologists onsite for a period of one (1) week. Reporting will be conducted within ten (10) days of the completion of the FTHL survey.

Task 5 - Project Team Coordination/Contract Administration

Kimley-Horn will attend a project kick-off meeting with Reclamation and the City. Kimley-Horn will coordinate with the consultant internal team, the City, and Reclamation throughout the environmental clearance process (estimated at six months). Coordination with the team is anticipated to be by telephone or email. Kimley-Horn will provide administration services for the project. Services will include invoicing, administrative services, internal schedule, and quality control for all previously outlined tasks. This task is capped at 40 hours. If additional hours are required, a change order will be required.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Additional FTHL survey or construction monitoring
- Preconstruction burrowing owl surveys
- Burrowing owl relocation permitting
- Biological Evaluation/Biological Assessment

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the Project, including but not limited to the following:

- Georeferenced CADD/GIS files of new ROW and proposed new TCE
- Final design plans and corresponding georeferenced CADD/GIS files
- Access to the project limits

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 5 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar Project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Environmental Assessment (EA)	\$26,000	Lump Sum
2	Initial Burrowing Owl Survey	\$6,000	Lump Sum
3	Class III Cultural Resources Survey	\$17,000	Lump Sum
4	Flat-Tailed Horned Lizard (FTHL) Project Evaluation Protocol Survey	\$ 26,000	Lump Sum
5	Project Team Coordination/Contract Administration	\$14,500	Lump Sum
Total		\$89,500	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn Project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of San Luis.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn Project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this Project.

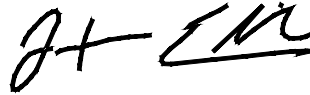
We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Jennifer Simpkins
Project Manager



Taylor Ehrick, P.E.
Vice President

CITY OF SAN LUIS

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information

Attachment – Standard Provisions

»» **SW 78**

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project.

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including in-house reproduction, postage, supplies, digital data storage and security, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its Services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's Services or any defect or noncompliance in any aspect of the Project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for Services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the Project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the Services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no rights in the Intellectual Property to Client, unless otherwise agreed to in writing. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's Services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the Terms of Service set forth at <https://www.khtsinc.com/terms-of-Service/> which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's Services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services

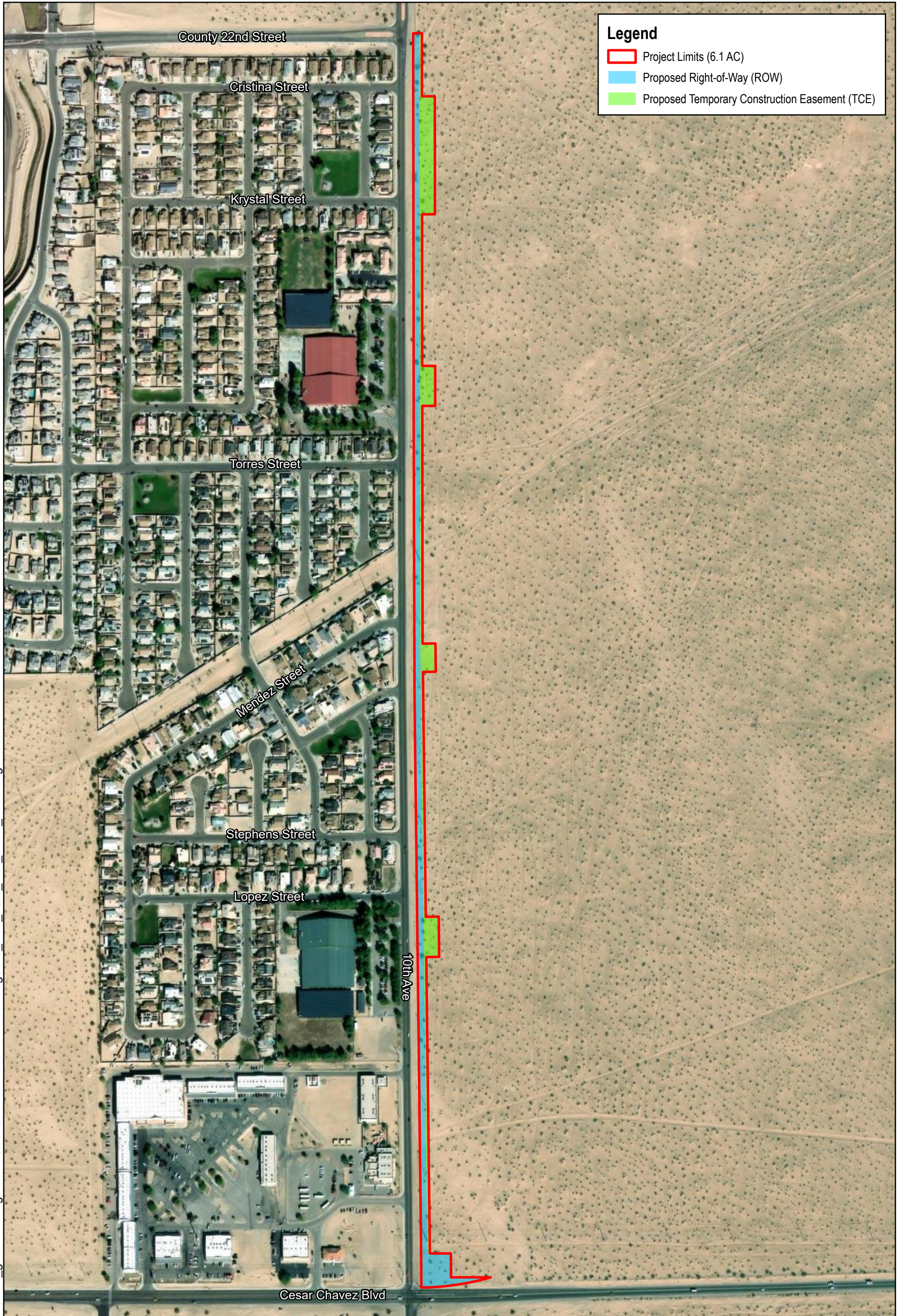
under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. An increase to this limitation of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Professional Liability Insurance.** Kimley-Horn will maintain a professional liability insurance policy for the Services provided by Kimley-Horn during the course of this Agreement.
- 13) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 14) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 15) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 16) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's Services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its Services until the hazardous substance or condition is eliminated.
- 17) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 18) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken

pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 19) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the Project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its Services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

- 20) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Legend

- Project Limits (6.1 AC)
- Proposed Right-of-Way (ROW)
- Proposed Temporary Construction Easement (TCE)

K:\PHX_gis\Marketing\SAN LUIS 10th Avenue Road Widening\SAN LUIS 10th Ave Road Widening

Kimley»Horn
Expect More. Experience Better.

Exhibit A City of San Luis, Yuma County, Arizona

10th Avenue Road Widening Project

0 225 450 900
 Feet w E
 S

Scale: 1" = 450'



PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Professional Services Agreement (this "Agreement") is effective the ____ day of _____, 2026, between the City of San Luis, Arizona, a municipal corporation of the State of Arizona ("CITY"), and Kimley-Horn and Associates, Inc. an Arizona professional limited liability company, authorized to do business in the State of Arizona ("ENGINEER"). ENGINEER and CITY may be referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

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

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

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

SECTION I – DESCRIPTION OF PROJECT

The Project described in the attached Exhibit 1, ENGINEER's Scope and Fee Proposal for Professional Environmental Services, dated April 23, 2026, for providing professional environmental services for the 10th Avenue Widening (Cesar Chavez Blvd. to County 22nd Street) project. This professional environmental services will be conducted as a requirement of the United States Bureau of Reclamation for right-of-way acquisition needed for the 10th Avenue road widening project.

SECTION II – SCOPE OF WORK

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

SECTION III – ADDITIONAL SERVICES

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

SECTION IV – AUTHORITY OF THE SAN LUIS CITY ENGINEER

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



SECTION V – RESPONSIBILITY OF ENGINEER

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

SECTION VI – INDEPENDENT CONTRACTOR

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

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

SECTION VII – MATERIALS AND EQUIPMENT

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

SECTION VIII – DIGITAL FILES

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

SECTION IX – EMPLOYMENT OF PERSONNEL

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

SECTION X – TIME OF PERFORMANCE

Subject to the provisions of this Agreement, ENGINEER agrees to perform the Project in accordance with the proposal. The services of ENGINEER are to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. ENGINEER's anticipated period of performance following execution of this agreement will be 180 calendar days to complete scope of work, as described in Exhibit 1. Time is of the essence of this Agreement.

SECTION XI – COMPENSATION

Subject to the provisions of this Agreement, ENGINEER agrees to perform the work and services specified and outlined in the proposal for an amount not to exceed \$89,500.00, as delineated in the proposal at Exhibit 1, unless specifically authorized by a written amendment to this Agreement executed prior to the commencement of any additional work. ENGINEER shall prepare invoices in accordance with this Agreement and shall submit such invoices to CITY once a month covering the amount and value of the Project satisfactorily performed by ENGINEER up to the date of such invoice. No later than 45 days from the receipt of an invoice, CITY shall pay ENGINEER for work satisfactorily performed on a time and materials basis.

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



SECTION XII – ASSIGNMENT

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

SECTION XIII – INDEMNIFICATION

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

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

SECTION XIV – INSURANCE

A. Insurance Requirements.

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

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

Coverage Type

Commercial General Liability, including:

Premises and Operations
Contractual Liability

Personal-Injury Liability

Independent Contractors Liability

Coverage Amounts- Minimum Limits:

\$1,000,000 Combined Single Limit, per
occurrence and \$2,000,000 general
aggregate

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



City of San Luis

Engineering Department

<u>Comprehensive Automobile Liability</u>	\$1,000,000 Combined
Single Limit, per (including, owned, non-owned and hired autos)	Occurrence

If ENGINEER owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If ENGINEER or ENGINEER's employees use personal motor vehicles in any way on this Project, then ENGINEER shall obtain evidence of personal motor vehicle liability coverage for each such person.

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

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

B. Certificates of Insurance and Endorsements.

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

SECTION XV – COMPLIANCE WITH LAWS AND REGULATIONS

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

A. Conflict of Interest

ENGINEER declares that he presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. ENGINEER further declares that in the performance of this Agreement no subcontractor or person having such interest shall be employed. ENGINEER certifies that, if he hires any employee, no one who has or will have any financial interest in this Agreement is an officer or employee of CITY. The Parties agree that in the performance of the services under this Agreement ENGINEER shall at all times be deemed an independent contractor and not an agent or employee of CITY. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her



personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

B. Employment Eligibility

ENGINEER hereby warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. §§ 23-214 and 41-4401 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. CITY retains the legal right to inspect the papers of ENGINEER to ensure that ENGINEER complies with this warranty.

C. San Luis Business License

ENGINEER shall obtain and maintain a San Luis Business License.

SECTION XVI – INSPECTION OF WORK

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

SECTION XVII – NO WAIVER

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

SECTION XVIII – ATTORNEYS' FEES; COURT VENUE

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

SECTION XIX – NOTICES

- A. All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of prepaid service by:
- deposit in the United States Postal Service by certified mail, return receipt requested, and postage prepaid,
 - personal delivery by process server or
 - sent by a nationally recognized courier (e.g., Federal Express, UPS)
- B. Notices for delivery to the CITY shall be to the attention of the City Engineer, copies to the City Manager, City Attorney, and City Clerk.
- C. Notices for delivery to the ENGINEER shall be to the attention of Taylor Ehrick, PE, Vice President, 1661 East



City of San Luis

Engineering Department

Camelback Road, Suite 400, Phoenix, Arizona 85718 (or successor statutory agent).

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

SECTION XX – DISPUTE RESOLUTION

In the event of any dispute arising under or related to this Agreement, the Parties shall first meet in good faith to attempt to resolve the dispute through direct negotiations. If the dispute cannot be resolved through such negotiations, the Parties agree to submit the dispute to confidential, non-binding mediation. The mediation shall be conducted by a mutually agreed-upon mediator, or if the Parties cannot agree, a mediator shall be appointed by a recognized mediation organization. The mediation shall occur within 21 days of the mediator's appointment and shall last no more than two business days unless otherwise agreed by the Parties. The costs of mediation shall be shared equally by the parties. Under no circumstances shall the Parties submit the dispute to arbitration, whether binding or non-binding, as a method of resolution.

SECTION XXI – TERMINATION

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

SECTION XXII – OWNERSHIP OF DOCUMENTS

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

Any modifications made by the CITY to any of the ENGINEER's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the ENGINEER will be at the CITY's sole risk and without liability to the ENGINEER, and the CITY shall indemnify, defend and hold the ENGINEER harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

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

SECTION XXIII – GOVERNING LAW AND SEVERABILITY

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

SECTION XXIV – HEADINGS

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

SECTION XXV – AUTHORITY

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



SECTION XXVI – NO THIRD-PARTY BENEFICIARIES

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

SECTION XXVII – NO AGENCY CREATED

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

SECTION XXVIII – NO PERSONAL LIABILITY

No member, official or employee of the CITY shall be personally liable to ENGINEER, or any successor or assignee, (a) if any default occurs or breach by the CITY, (b) for any amount which may become due to the ENGINEER or its successor or assign, or (c) under any obligation of the CITY under this Agreement. Notwithstanding anything contained in this Agreement to the

contrary, the liability of ENGINEER under this Agreement shall be limited solely to the assets of ENGINEER and shall not extend to or be enforceable against: (i) the individual assets of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of ENGINEER; (ii) the shareholders, members or managers or constituent partners of ENGINEER; or (iii) officers of ENGINEER.

SECTION XXIX – SURVIVAL

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

SECTION XXX – TIME OF THE ESSENCE

Time is of the essence in this Agreement, and ENGINEER agrees to use the utmost diligence and dispatch to speedily to have all the work specified in this Agreement entirely completed within 60 days of issuance of Notice to Proceed. Unless otherwise specifically provided in this Agreement, any consent to delay in the performance of the ENGINEER of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction.

SECTION XXXI – FURTHER ACTS

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

SECTION XXXII – CERTIFICATION

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



1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

SECTION XXXIII – FORCE MAJEURE

If ENGINEER or CITY are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended or reduced to the extent made necessary by

the event. As used in this section, “force majeure” means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. Examples of “force majeure” include, but are not limited to, acts of God, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars, pandemic, either state or federally mandate health and safety matters or material changes in applicable business laws or regulations.

SECTION XXXIV – COUNTERPARTS

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

SECTION XXXV – ENTIRE AGREEMENT

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

The Parties have executed this Agreement in Yuma County, Arizona, on the day and year set forth above, which is the day the last Party signed this Agreement. The original Agreement will be filed with the City of San Luis Clerk. The ENGINEER agrees that this Agreement, as negotiated, is for the stated work and understands that payment for the total work will be made on the basis of the indicated amount. The CITY shall pay to the ENGINEER, as full consideration for the faithful performance of the Agreement, subject to any additions or deductions as provided in the project documents, the sum of \$89,500.00.

[Remainder intentionally left blank, signature page follows.]



City of San Luis

Engineering Department

City of San Luis, Arizona

Javier Vargas, City Vice Mayor

Date: _____

Attest:

Sonia Cornelio, City Clerk

Approved As to Form:

Joe Estes, Interim City Attorney

Kimley-Horn and Associates, Inc.

Taylor Ehrick, P.E., Vice President

Date: _____



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. G.

Meeting Date: 05/13/2026

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

Submitted By: Roula Encinas, Director of Finance, Finance Department

Action Requested: Motion
Resolution

ITEM:

Discussion and possible action on any and all matters regarding Resolution No. 2398. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, a Municipal Corporation of Arizona, authorizing the submission of an application for additional financial assistance from the Water Infrastructure Finance Authority of Arizona (WIFA) through the Clean Water State Revolving Fund program to support the expansion of the West Wastewater Treatment Plant. **(Roula Encinas, Director of Finance)**

SUMMARY:

In October 2024, the City Council approved Resolution No. 2335 authorizing staff to apply for financial assistance through the Water Infrastructure Finance Authority of Arizona (WIFA) for the expansion of the West Wastewater Treatment Plant.

In December 2025, the City was approved for a WIFA loan in the amount of \$26,240,000 under the Clean Water State Revolving Fund program. The project subsequently advanced to the bidding phase; however, the lowest responsive and responsible bid received totaled approximately \$41 million, significantly exceeding the originally anticipated project cost by approximately \$15 million.

Due to the increase in construction costs, staff is requesting authorization to apply for approximately \$12 million in additional WIFA funding to cover the remaining funding gap, with the balance of approximately \$3 million to be funded from the Wastewater Utility Reserve. The West Wastewater Treatment Plant expansion remains a critical infrastructure investment to support current and future wastewater capacity, regulatory compliance, and community growth.

The Clean Water State Revolving Fund program provides low-cost financing options, including below-market interest rates, appropriate repayment terms, and potential forgivable principal. These financing tools continue to represent the most cost-effective option available to the City to fund this project.

Approval of this resolution will authorize staff to submit an application for additional financial assistance from WIFA. Final loan terms, including interest rate, repayment period, and any potential forgivable principal, will be presented to the City Council for approval at a future meeting.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2398.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: TBD
CITY/STATE/FEDERAL FUNDS: TBD
TOTAL: TBD
BUDGETED AMOUNT: TBD
AVAILABLE AMOUNT TO TRANSFER: TBD
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: TBD
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):
To be determined

Attachments

Resolution No. 2398



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2398

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, A MUNICIPAL CORPORATION OF ARIZONA, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA

WHEREAS, the City of San Luis, Arizona, has identified a need for clean water capital improvement projects; and

WHEREAS, pursuant to Sections 9-521 through 540, Arizona Revised Statutes, and specifically Section 9-571, Arizona Revised Statutes, such City may obligate the revenues generated by its utility systems (or other legally available monies) to repay a loan from the Water Infrastructure Finance Authority of Arizona ("WIFA"); and

WHEREAS, such City certifies that the population of the community is under 150,000 in population as of the most recent U.S. Census Date; and

WHEREAS, it is in the best interest of such City to pursue and apply for financial assistance from WIFA in an amount not to exceed \$15,000,000 for such clean water capital improvement projects; and

WHEREAS, the population of such City at the time of this request is less than 150,000, which meets the requirement under Section 9-571, Arizona Revised Statutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Luis, Arizona, as follows:

Section 1. The City Manager and Director of Finance of such City or their designees are hereby authorized to apply for Clean Water State Revolving Fund financial assistance from WIFA.

Section 2. The City Manager and Director of Finance of such City or their designees are hereby authorized to take such actions as are necessary to apply for financial assistance in an amount not to exceed \$15,000,000 payable from revenues of the utility systems of such City and/or other legally available monies as designated by such City to be described in the loan agreement evidencing the loan from WIFA.

Section 3. All actions of the officers and agents of such City which conform to the purposes and intent of this resolution and which further the completion of the application as contemplated by this resolution, whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of such City are hereby authorized and directed to do all such acts and things and to execute and deliver all such application documents on behalf of such City as may be necessary to carry out the terms and intent of this resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Luis, Yuma County, Arizona, this 13th day of May 2026.

Nieves Riedel, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Joseph D. Estes, City Attorney



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. H.

Meeting Date: 05/13/2026

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejada, Acting Assistant Director of Development Services, Development Services, Planning & Zoning

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public hearing followed by discussion and possible action on any and all matters regarding Minor Amendment Case No. 2026-0062 - Colibri Townhomes and Resolution No. 2397. A Resolution of the Mayor and City Council of the City of San Luis, Arizona, amending the 2040 General Plan to change the land use designation of lots 32 through 36 of the Plaza Colibri Commercial Subdivision totaling 6.71 acres from Commercial (C) to Medium Density Residential (MDR); Repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Development Services)**

- A. Staff presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on Resolution No. 2397

SUMMARY:

This is a request by Edais Engineering on behalf of Riedel Holding LLC., to amend the City of San Luis 2040 General Plan by changing the land use designation of lots 32 through 36 of the Plaza Colibri Commercial Subdivision, totaling 6.71 acres, from Commercial (C) to Medium Density Residential (MDR). If this minor amendment is approved, the applicant is requesting the rezoning of the same 6.71 acres from Community Commercial (C-2) to Medium-High Density Residential (R-2) as part of Rezoning Case No. 2026-0063, for the construction and development of a single-family attached townhome subdivision.

LIST OF PROPERTIES INVOLVED:

- Lot 32 of Plaza Colibri Commercial Subdivision APN. 778-57-015 located at 4702 County 24th Street.
- Lot 33 of Plaza Colibri Commercial Subdivision APN. 778-58-193 located at 4740 County 24th Street.
- Lot 34 of Plaza Colibri Commercial Subdivision APN. 778-58-194 located at 4766 County 24th Street.
- Lot 35 of Plaza Colibri Commercial Subdivision APN. 778-58-195 located at 4790 County 24th Street.
- Lot 36 of Plaza Colibri Commercial Subdivision APN. 778-58-196 located at 4810 County 24th Street.

GENERAL PLAN:

The existing land use category for the subject property is Commercial (C).

Existing Land Use category

Commercial (C): The Commercial land use category is intended to provide for the primary commercial areas serving the community, including neighborhood, community, and regional-scale development. Commercial areas provide convenient community access to goods and services and may include retail, service commercial, professional offices, light industrial, and employment uses. Zoning districts permitted within C: R-3, C-1, C-2, L-I, and HI.

Proposed Land Use Category

Medium Density Residential (MDR): The Medium Density Residential (MDR) land use category is intended to provide for detached single-family residential development on moderately sized lots. Zoning districts permitted within MDR: R1-6, R1-8, R1-12, R1-20, R1-35, R-2, MHS, MHP and PUD.

The approval of this minor amendment will allow the applicant to rezone approximately 6.71 acres to the Medium-High Density Residential (R-2) zoning district. The existing condition of the subject properties is vacant commercial subdivision lots zoned Community Commercial (C-2). The subject properties are located inside the Central Growth Area identified in the City of San Luis 2040 General Plan, where infrastructure can be expanded efficiently, and services already exist nearby.

The proposed amendment supports several goals and policies of the General Plan 2040, including:

Policy G-7.1 The City of San Luis should only prioritize growth in areas with existing infrastructure or areas where infrastructure can be expanded in a fiscally sound manner.

The subject property is located inside the Central Growth Area identified in the City of San Luis 2040 General Plan, where infrastructure can be expanded. Existing development in the area has provided access to the infrastructure needed for residential development.

Policy G-9.3 Ensure growth areas are served and connected by major transportation routes and other modes of transportation.

The subject property is adjacent to County 24th Avenue and part of a developed commercial subdivision. Also, the City has requested traffic studies for all the proposed new subdivisions. The traffic study will ensure that all the necessary improvements are made.

Goal G-13 Housing options in San Luis serve existing and future residents of all ages, abilities, and needs.

The proposed project will allow a wider variety of housing types, such as townhomes. These housing options can meet the needs of young families starting out, working professionals, and older residents who may prefer smaller, lower-maintenance homes. By providing different types of housing in one neighborhood, the project helps create a more inclusive, connected, and balanced community that reflects the diverse needs of San Luis residents.

AGENCY REVIEW:

As part of the review process, all land use cases are reviewed by various city and outside agencies. We have not received comments from other agencies.

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project (71 letters). We have received correspondence from a neighboring property owner opposing the request, which is attached to this report.

CITIZEN REVIEW MEETING:

As required by State Statute and City Code, a Citizen Review Meeting was held at the City Hall on April 7, 2026, at the Council Chambers at 6:00 p.m. The intent of this meeting was to allow the public to learn about the project, ask questions, and express any comments. No one from the public was present.

PLANNING AND ZONING MEETING:

A Planning and Zoning Commission Regular Meeting was held at City Hall on April 14, 2026, at the Council Chambers at 6:00 p.m. Minor General Plan Amendment Case No. 2026-0062 was forwarded to City Council with a recommendation of approval.

STAFF RECOMMENDATION:

The applicant has provided the information and materials necessary for the review of the minor amendment.

The proposed amendment meets the intent and requirements of the approval criteria established by City Code and state planning statutes. The request supports compatible and orderly development, promotes housing diversity, and ensures efficient use of existing public infrastructure. Based on these findings, staff concludes that the amendment is consistent with the City of San Luis 2040 General Plan and recommends approval of Minor Amendment Case No. 2026-0062.

RECOMMENDATION / SUGGESTED MOTION:

A. STAFF PRESENTATION

B. VICE MAYOR JAVIER VARGAS TO OPEN THE PUBLIC HEARING

C. VICE MAYOR JAVIER VARGAS TO CALL THE PUBLIC ON THIS ITEM

D. VICE MAYOR JAVIER VARGAS TO CLOSE THE PUBLIC HEARING

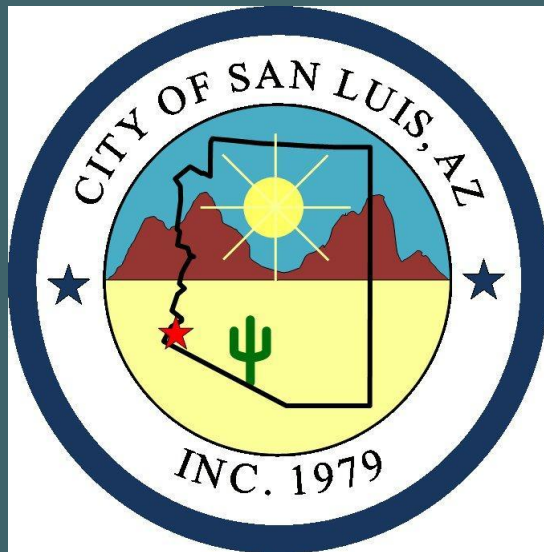
E. I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2397

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: n/a
CITY/STATE/FEDERAL FUNDS: n/a
TOTAL: n/a
BUDGETED AMOUNT: n/a
AVAILABLE AMOUNT TO TRANSFER: n/a
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: n/a
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):
n/a

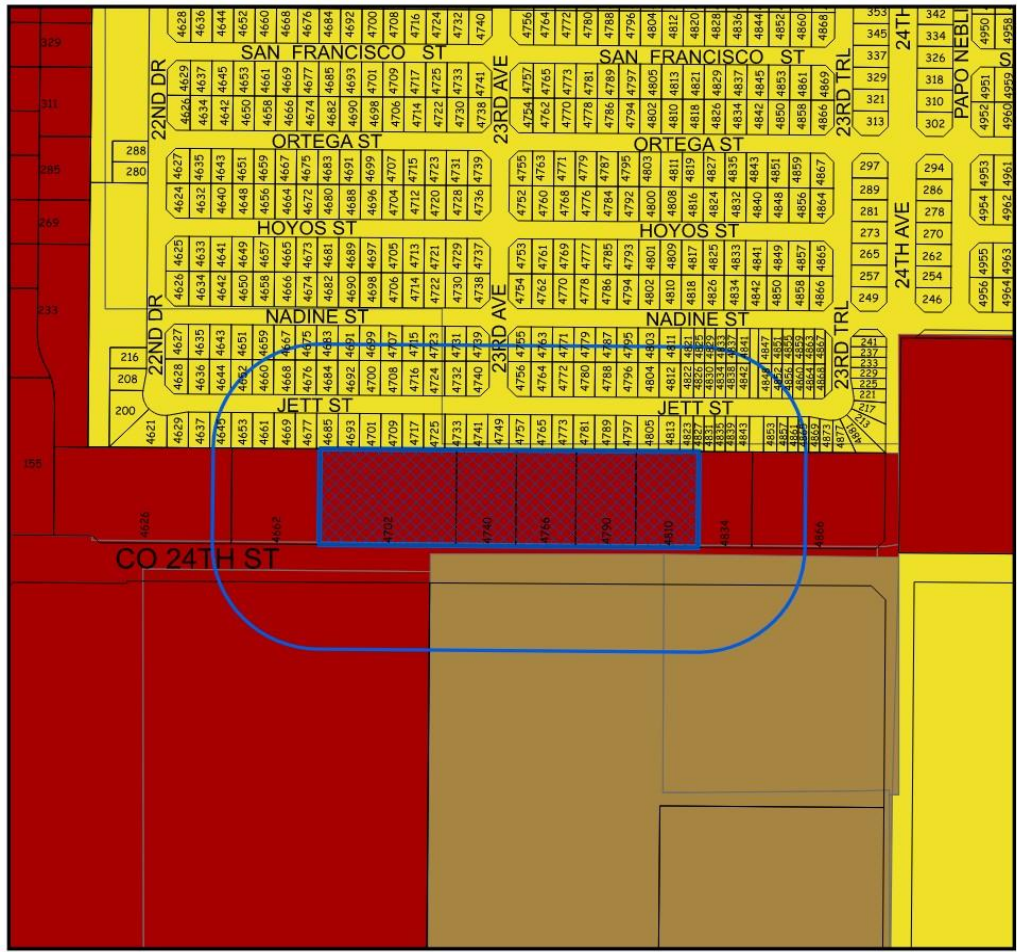
Attachments

- Presentation
 - Resolution No. 2397
 - Location Map
 - Aerial
 - Site Plan
-





CITY COUNCIL MEETING
MAY 13, 2026

Minor Amendment Case No. 2026-0062 &
Rezoning Case No. 2026-0063
Colibri Townhomes



Location of Subject Property

 4702, 4740, 4766, 4790, 4810 CO E 24TH ST

 300' NOTIFICATION BUFFER

LOCATION MAP

 Commercial

 Low Density

 High Density

MINOR AMENDMENT

CASE #
2026-0062

DATE:
03/11/2026

CHECKED BY:
JUAN TEJEDA

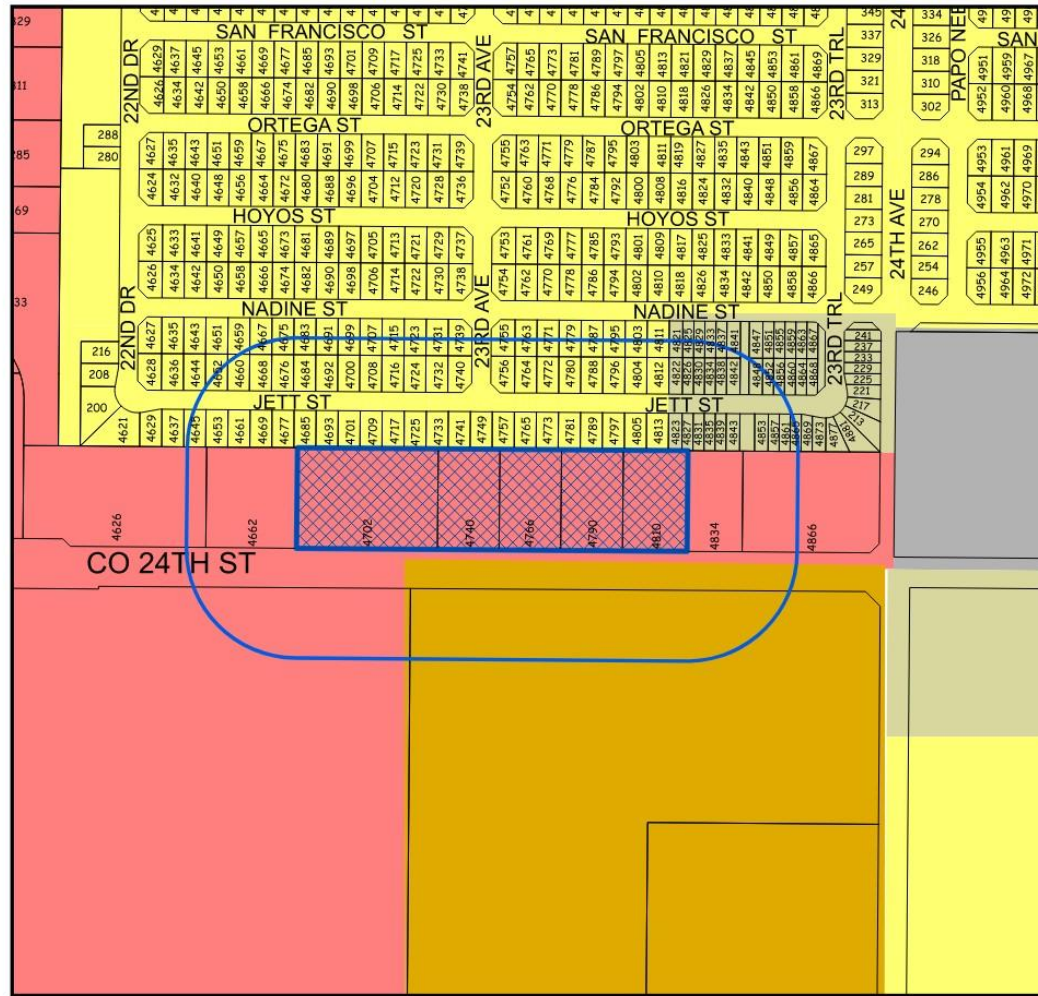
Development Services




GIS

CREATED BY:
CARLOS FLORES

APPROVED BY:
JOSE A GUZMAN




Location of Subject Property

 4702, 4740, 4766, 4790, 4810 CO E 24TH ST

 300' NOTIFICATION BUFFER

LOCATION MAP

-  R-3
-  LI
-  HI
-  R-1-6
-  C-2
-  R-2

REZONING

CASE #
2026-0063

DATE:
03/11/2026

CHECKED BY:
JUAN TEJEDA

Development Services



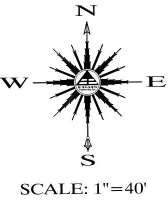
GIS

CREATED BY:
CARLOS FLORES

APPROVED BY:
JOSE A GUZMAN

UNIT COUNT:
 2 BEDROOM : 30 UNITS
 3 BEDROOM : 32 UNITS
 TOTAL : 62 UNITS

TOTAL AREA :
 292,307.10 SF / 6.7104 AC
 TOTAL OPEN SPACE :
 67,979.23 SF / 1.5606 AC
 PERCENT OPEN SPACE : 23%



REVISIONS

CITY OF SOMERTON	
COMMENTS 3/10/2025	
△	
△	
△	

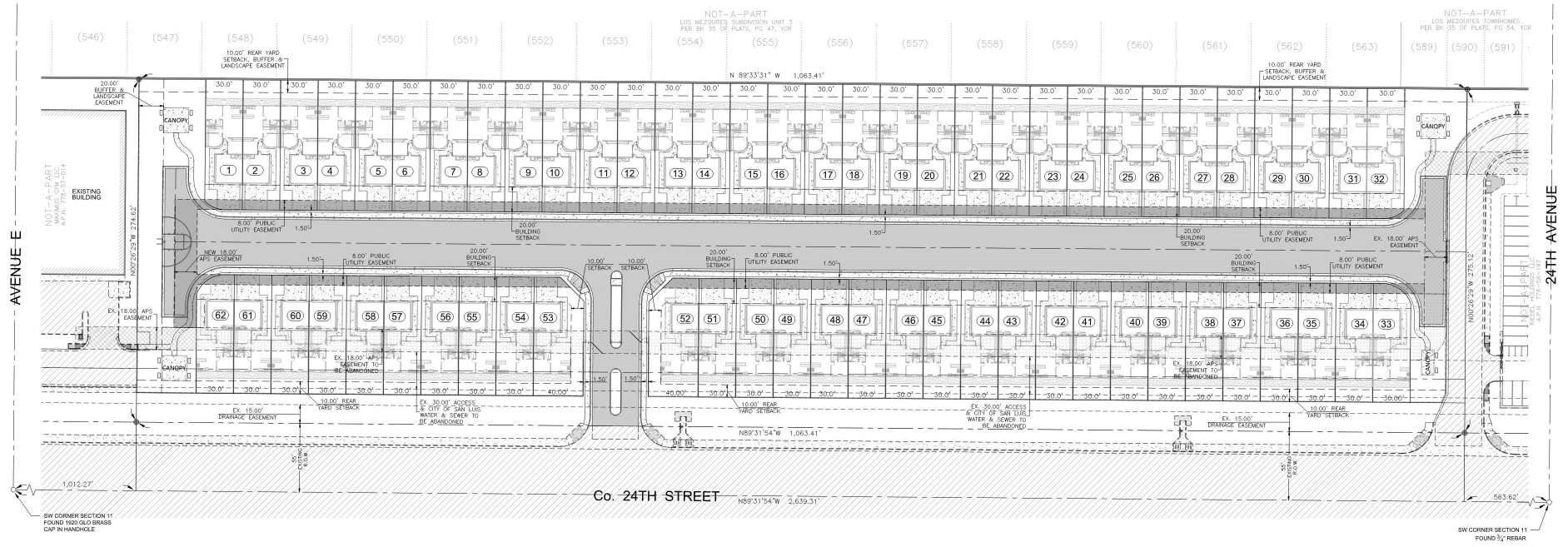
LOTS 32,33, 34,
 35 AND 36 OF
 PLAZA COLIBRI

SITE PLAN

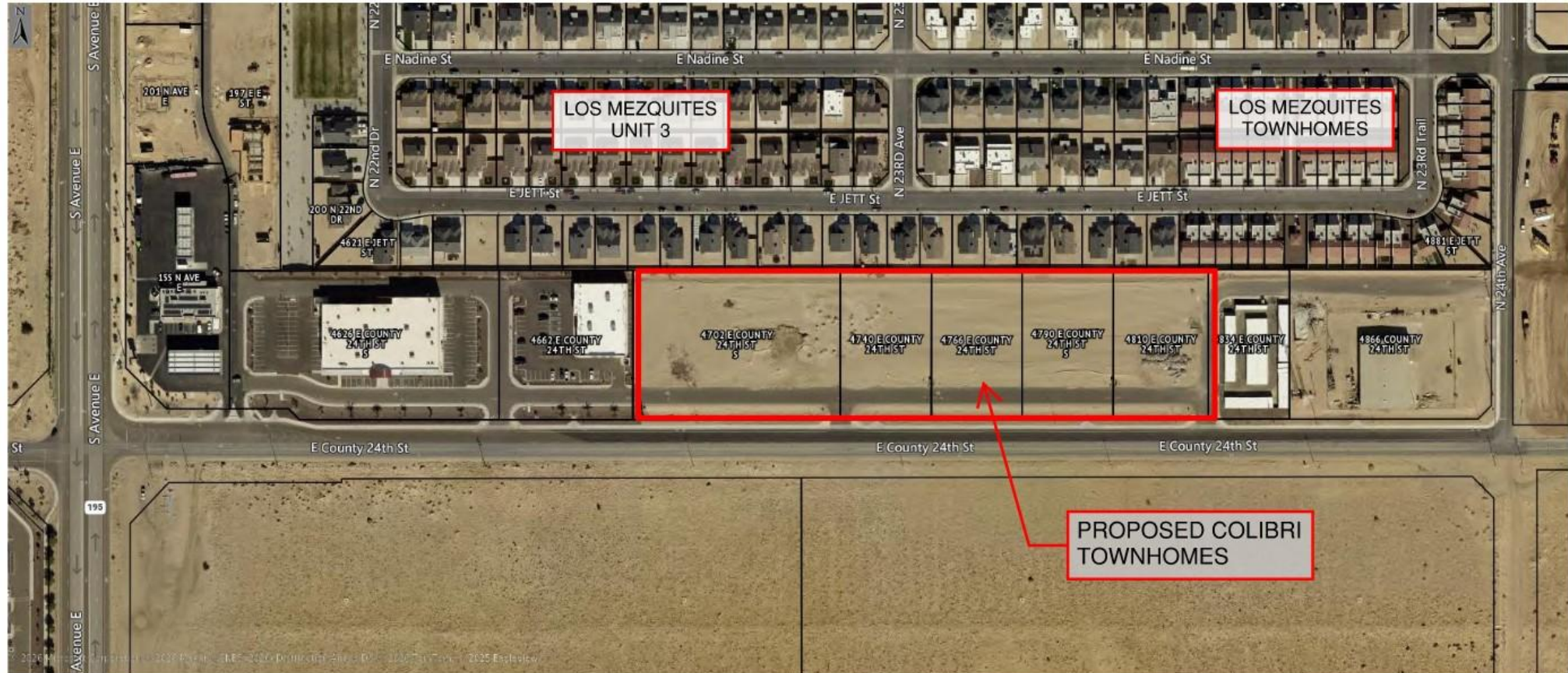
COLIBRI
 TOWNHOMES



DATE:	JANUARY 2026
DRAWN:	LPR
CHECKED:	NKE
PROJECT:	26-007
SHEET NUMBER:	C-1



Aerial Colibri Townhomes





Resolution

No. 2397

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE 2040 GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION OF LOTS 32 THROUGH 36 OF PLAZA COLIBRI COMMERCIAL SUBDIVISION TOTALING 6.71 ACRES FROM COMMERCIAL (C) TO MEDIUM DENSITY RESIDENTIAL (MDR); REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, City of San Luis pursuant to Resolution No. 2134 adopted the City of San Luis 2040 General Plan on the 10th day of June, 2020;

WHEREAS, Edais Engineering applied for a Minor Plan Amendment to change the Land Use Designation of lots 32 through 36 of Plaza Colibri Commercial Subdivision totaling 6.71 acres from Commercial to Medium Density Residential; as attached hereto as "Exhibit A".

WHEREAS, the Planning and Zoning Commission held a public hearing on the proposed amendment on April 14, 2026, and made a recommendation to the City Council; and

WHEREAS, the City Council of the City of San Luis, Arizona held a public hearing on the proposed amendment on May 13, 2026, and adopted a motion to approve the amendment;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of San Luis, Arizona, that the City of San Luis 2040 General Plan is hereby amended to change the Land Use Designation from Commercial to Medium Density Residential of lots 32 through 36 of Plaza Colibri Commercial Subdivision totaling 6.71 acres located at:

Assessor's parcel number's 778-57-015, 778-58-193, 778-58-194, 778-58-195 & 778-58-196, located at 4702, 4740, 4766, 4790 & 4810 County 24th Street respectively in San Luis, Arizona.

PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this **13th** day of **May, 2026**.

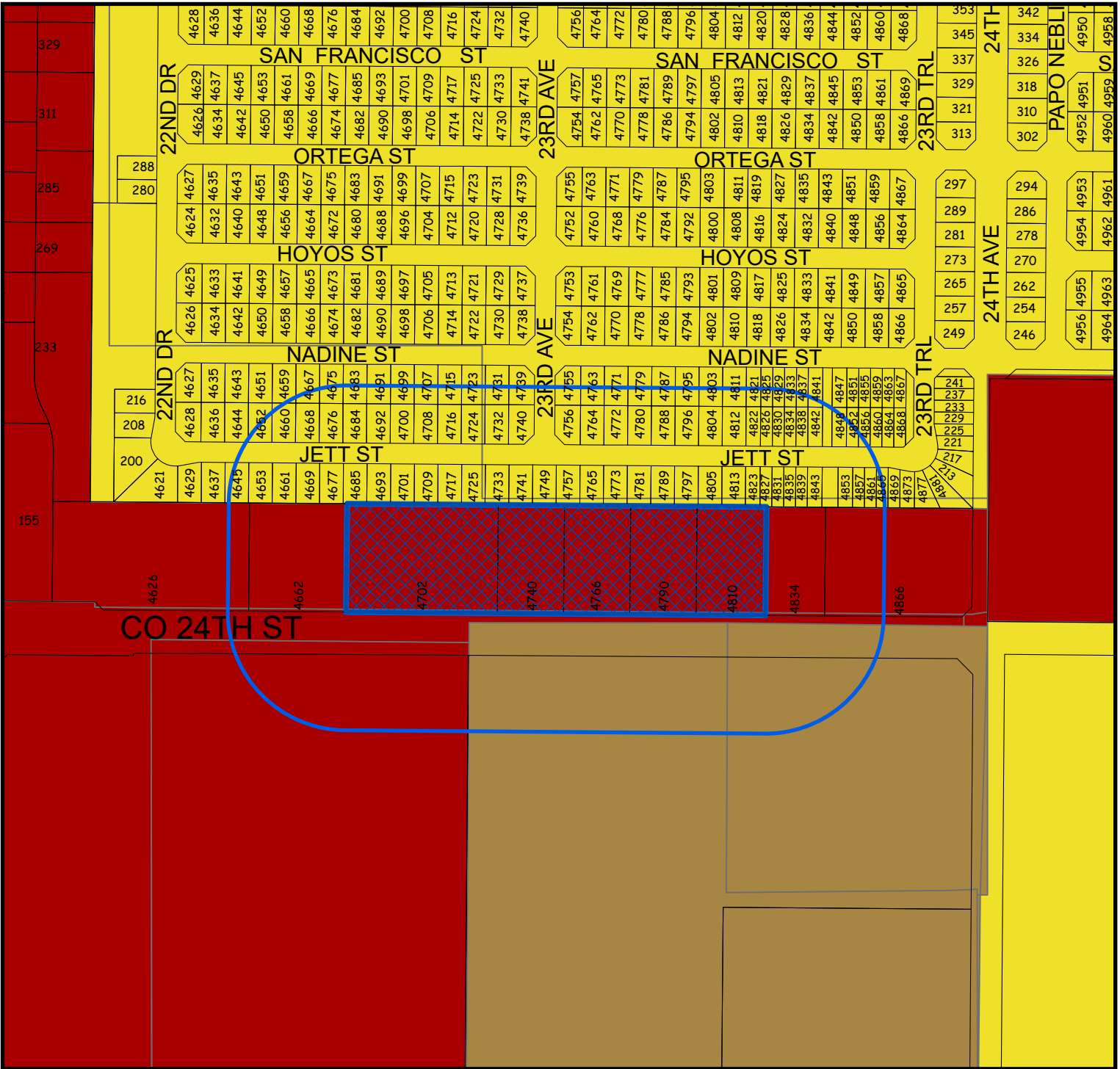
Javier Vargas, Vice Mayor

ATTEST:


Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Joseph Estes, City Attorney



Location of Subject Property

 4702,4740, 4766, 4790, 4810 CO E 24TH ST

 300' NOTIFICATION BUFFER

LOCATION MAP

 Commercial

 Low Density

 High Density

MINOR AMENDMENT

CASE #

2026-0062

DATE:

03/11/2026

CHECKED BY:

JUAN TEJEDA

Development Services



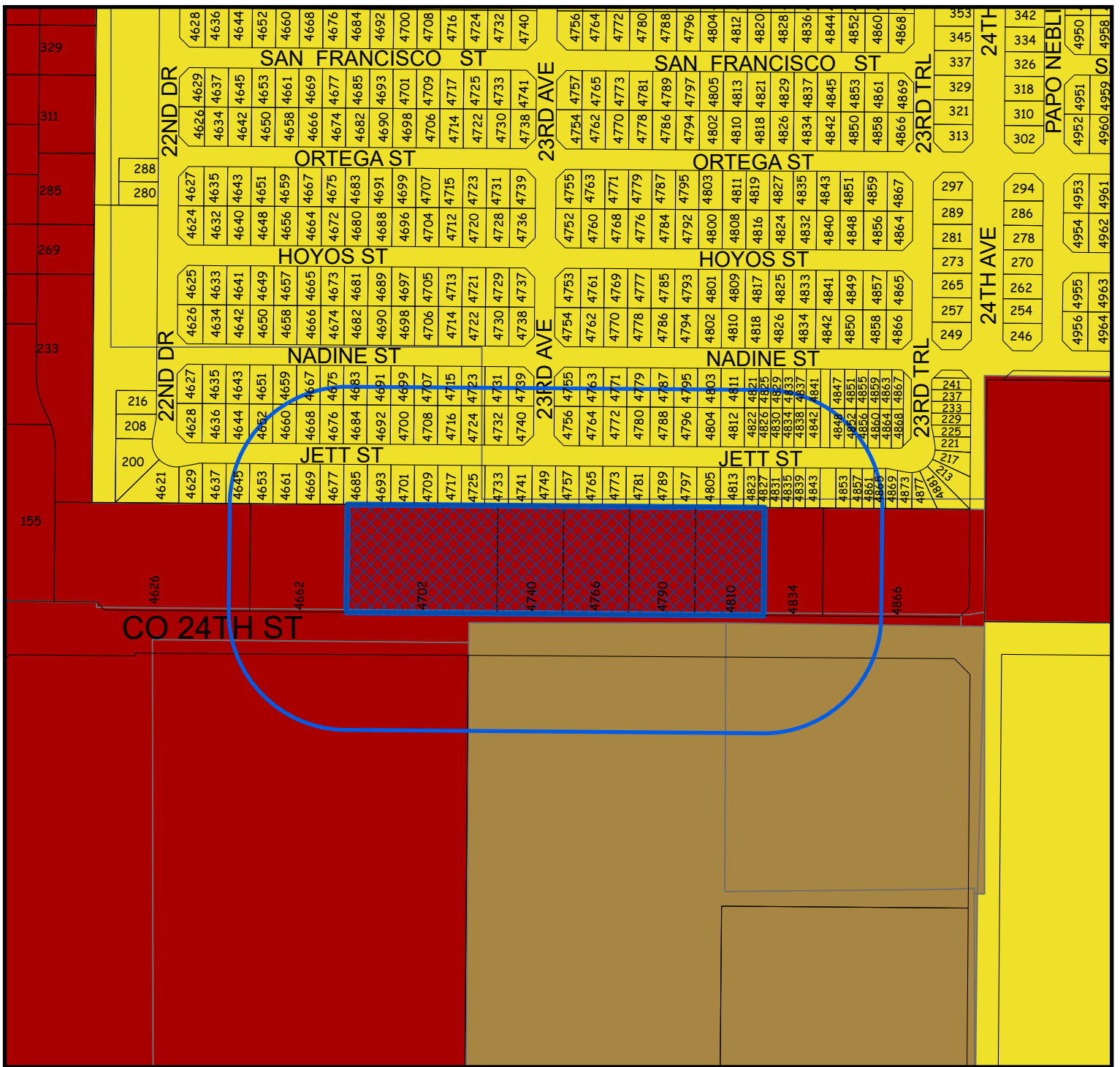
GIS

CREATED BY:


CARLOS FLORES

APPROVED BY:

JOSE A GUZMAN






Location of Subject Property

 4702, 4740, 4766, 4790, 4810 CO E 24TH ST

 300' NOTIFICATION BUFFER

LOCATION MAP

-  Commercial
-  Low Density
-  High Density

MINOR AMENDMENT

CASE #
2026-0062

DATE:
03/11/2026

CHECKED BY:
JUAN TEJEDA

Development Services

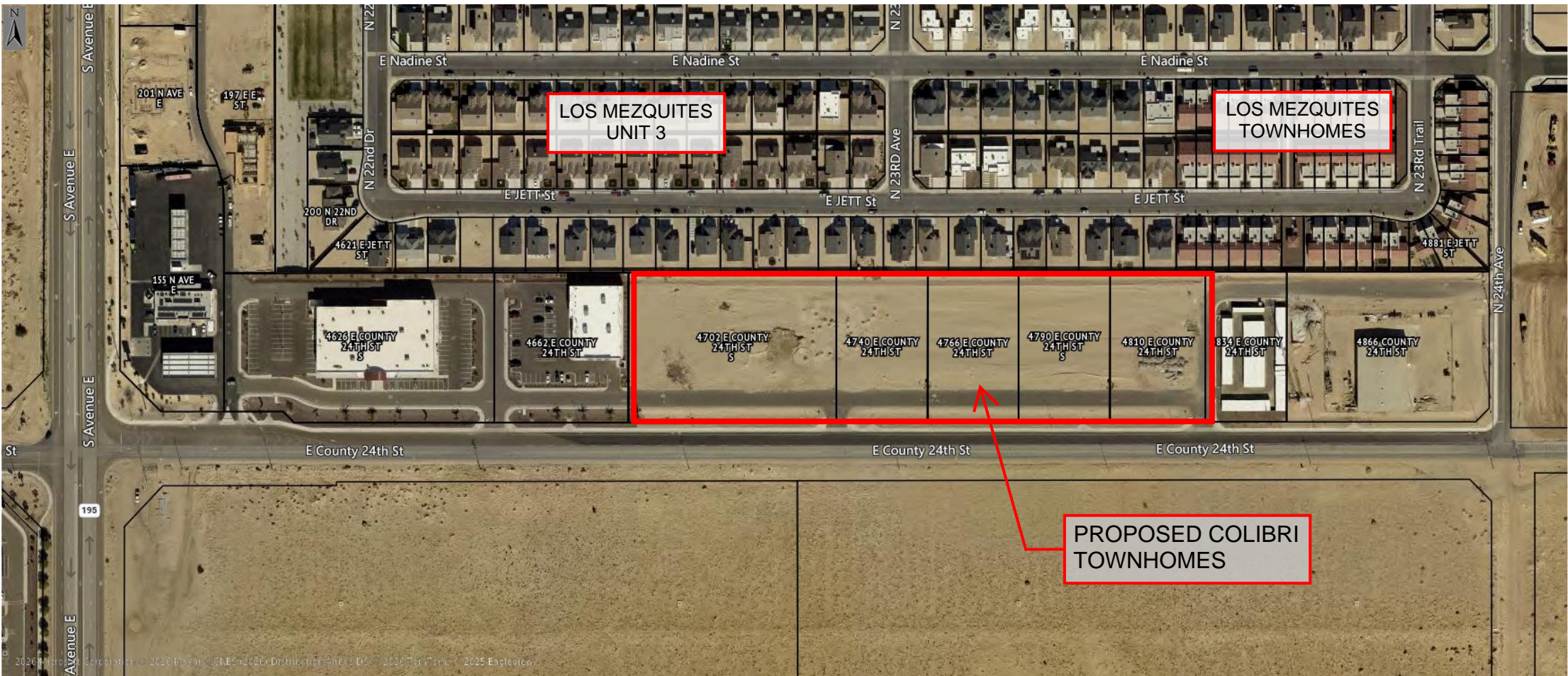


GIS

CREATED BY:
CARLOS FLORES

APPROVED BY:
JOSE A GUZMAN

Aerial Colibri Townhomes



REVISIONS	
NO.	DESCRIPTION
1	ADD COMMENTS 31/01/2025
2	
3	
4	

LOTS 32,33, 34,
35 AND 36 OF
PLAZA COLIBRI

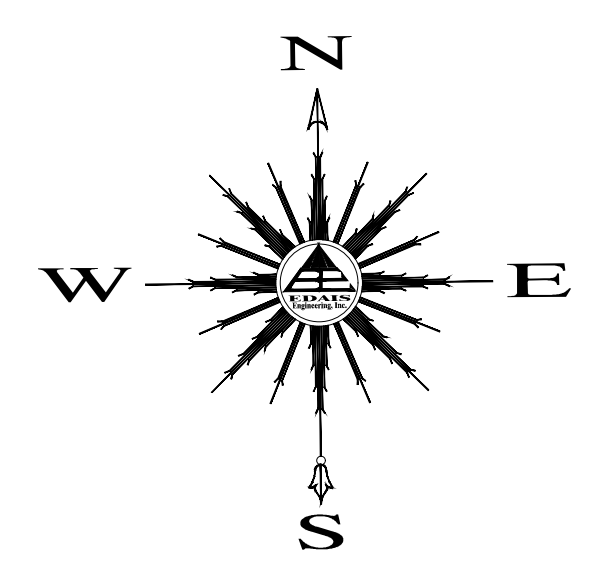
SITE PLAN

COLIBRI
TOWNHOMES

EDAIS
Engineering, Inc.
3075 S. Avocado
Yuma, Arizona 85365
tjajeta@edaisgroup.com (928) 344-3566
www.edaisengineering.com

DATE:
JANUARY 2026
DRAWN:
LPR
CHECKED:
NKE
PROJECT:
26-007
SHEET NUMBER

C-1

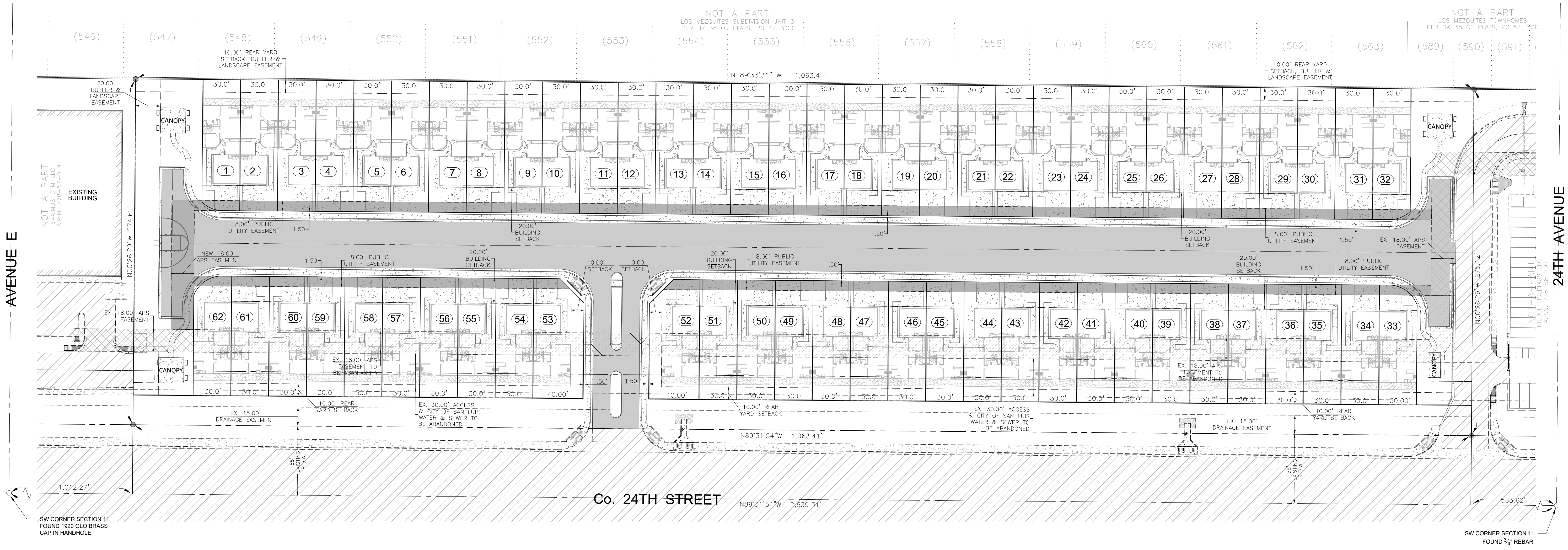


TOTAL AREA :
292,307.10 SF / 6.7104 AC

TOTAL OPEN SPACE :
67,979.23 SF / 1.5606 AC

PERCENT OPEN SPACE : 23%

UNIT COUNT:
2 BEDROOM : 30 UNITS
3 BEDROOM : 32 UNITS
TOTAL : 62 UNITS





AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. I.

Meeting Date: 05/13/2026

Department Head: Jose A. Guzman, Director of Development Services, Development Services

Submitted By: Juan Tejeda, Acting Assistant Director of Development Services, Development Services, Planning & Zoning

Action Requested: Motion
Ordinance
Public Hearing

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2026-0063 - Colibri Townhomes and Ordinance No. 483. An Ordinance of the Mayor and City Council of the City of San Luis, Arizona, amending the Official Zoning Map of the City of San Luis by changing the zoning classification of lots 32 through 36 of the Plaza Colibri Commercial Subdivision totaling 6.71 acres from Community Commercial (C-2) to Medium-High Density Residential (R-2); repealing any conflicting provisions; and providing for severability. **(Jose A. Guzman, Director of Development Services)**

- A. Staff presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on Ordinance No. 483 by title only
- F. Action on Ordinance No. 483

SUMMARY:

This is a request by Edais Engineering on behalf of Riedel Holding LLC., to rezone lots 32 through 36 of the Plaza Colibri Commercial Subdivision totaling 6.71 acres from Community Commercial (C-2) to Medium-High Density Residential (R-2). The proposed rezoning, if approved, will allow the owner to construct and develop the parcels as a private gated single-family townhome subdivision, as shown on the site plan. Minor Amendment Case No. 2026-0062 is being processed concurrently with this rezoning.

LIST OF PROPERTIES INVOLVED:

Lot 32 of Plaza Colibri Commercial Subdivision APN. 778-57-015 located at 4702 County 24th Street.
Lot 33 of Plaza Colibri Commercial Subdivision APN. 778-58-193 located at 4740 County 24th Street.
Lot 34 of Plaza Colibri Commercial Subdivision APN. 778-58-194 located at 4766 County 24th Street.
Lot 35 of Plaza Colibri Commercial Subdivision APN. 778-58-195 located at 4790 County 24th Street.
Lot 36 of Plaza Colibri Commercial Subdivision APN. 778-58-196 located at 4810 County 24th Street.

GENERAL PLAN:

If Minor Amendment Case No. 2026-0062 is approved, the land use designation for the 6.71 acres will be designated as Medium Density Residential (MDR). The proposed MDR land use designation allows the subject property to be rezoned to R-2.

ANALYSIS:

The existing condition of the subject properties is undeveloped vacant land. The lots are part of a commercial subdivision known as Plaza Colibri Commercial Subdivision.

Existing Adjacent Zoning Districts:

To the north R1-6 & R-2 (Los Mezquites Unit 3 and Los Mezquites Townhomes)

To the west C-2 (Plaza Colibri Maximus Gym)

To the south C-2 & R-3 (Vacant private land)

To the east C-2 (Plaza Colibri Self Storage)

REVIEW(S):

As part of the review process, all land use cases are reviewed by various city and outside agencies; no comments have been received.

As required by State Statute, staff sent notification letters to property owners within 300 feet of the proposed project. A total of 71 letters were mailed out. We have received correspondence from a neighboring property owner opposing the request, which is attached to this report.

CITIZEN REVIEW MEETING:

As required by State Statute and City Code, a Citizen Review Meeting was held at the City Hall on April 7, 2026, at the Council Chambers at 6:00 p.m. The intent of this meeting was to allow the public to learn about the project, ask questions, and express any comments. No one from the public was present.

PLANNING AND ZONING COMMISSION MEETING:

A Planning and Zoning Meeting was held at the City Hall on April 14, 2026, at the Council Chambers at 6:00 p.m. Rezoning Case No. 2026-0063 was forwarded to City Council with a recommendation of approval with conditions as presented by staff.

STAFF RECOMMENDATION:

The applicant has provided the information and materials necessary for the review of the zoning request.

Staff recommends approval of Ordinance No. 483 and Rezoning Case No. 2026-0063 with the following condition:

1. Development shall comply with the City of San Luis zoning regulations, building code requirements, public works standards, and any applicable subdivision regulations.
2. The applicant/owner shall submit a traffic study during the subdivision review, and all improvements required by the traffic study shall be done by the developer.
3. Owner agrees to sign all necessary improvement districts associated with the subdivision of the rezoned parcel, including any amendments to existing improvement districts.
4. The subject property is subject to the approved Development Agreement, as amended by Resolution Nos. 2204 and 2269, and all terms and conditions shall apply.
5. The development shall be established as a private gated townhome subdivision. The owner/developer shall establish and maintain a legally recognized entity, such as a homeowners association (HOA), responsible for the ownership, operation, and perpetual maintenance of all common areas, private streets, drainage facilities, landscaping, and all other private infrastructure within the development. The City shall not accept maintenance responsibility for any private improvements. Documentation evidencing the creation of such entity and its maintenance obligations shall be provided to the City prior to final plat approval.

RECOMMENDATION / SUGGESTED MOTION:

A. STAFF PRESENTATION

B. VICE MAYOR JAVIER VARGAS TO OPEN THE PUBLIC HEARING

C. VICE MAYOR JAVIER VARGAS TO CALL THE PUBLIC ON THIS ITEM

D. VICE MAYOR JAVIER VARGAS TO CLOSE THE PUBLIC HEARING

E. I MOVE TO APPROVE THE READING OF ORDINANCE NO. 483 BY TITLE ONLY

(CITY CLERK TO READ ORDINANCE NO. 483 BY TITLE ONLY)

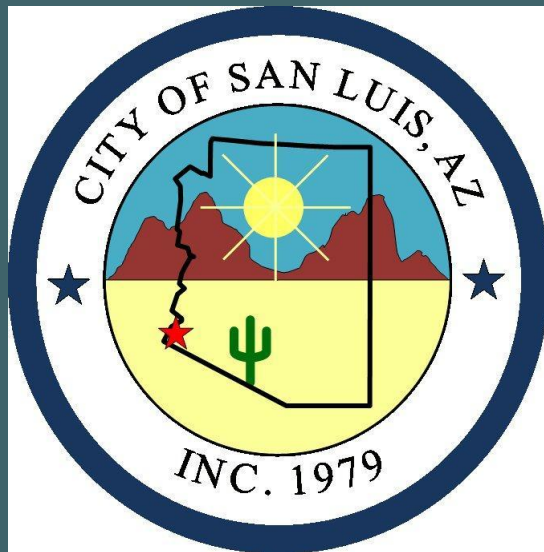
F. I MOVE TO APPROVE AND ADOPT ORDINANCE NO. 483

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: n/a
CITY/STATE/FEDERAL FUNDS: n/a
TOTAL: n/a
BUDGETED AMOUNT: n/a
AVAILABLE AMOUNT TO TRANSFER: n/a
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: n/a
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):
n/a

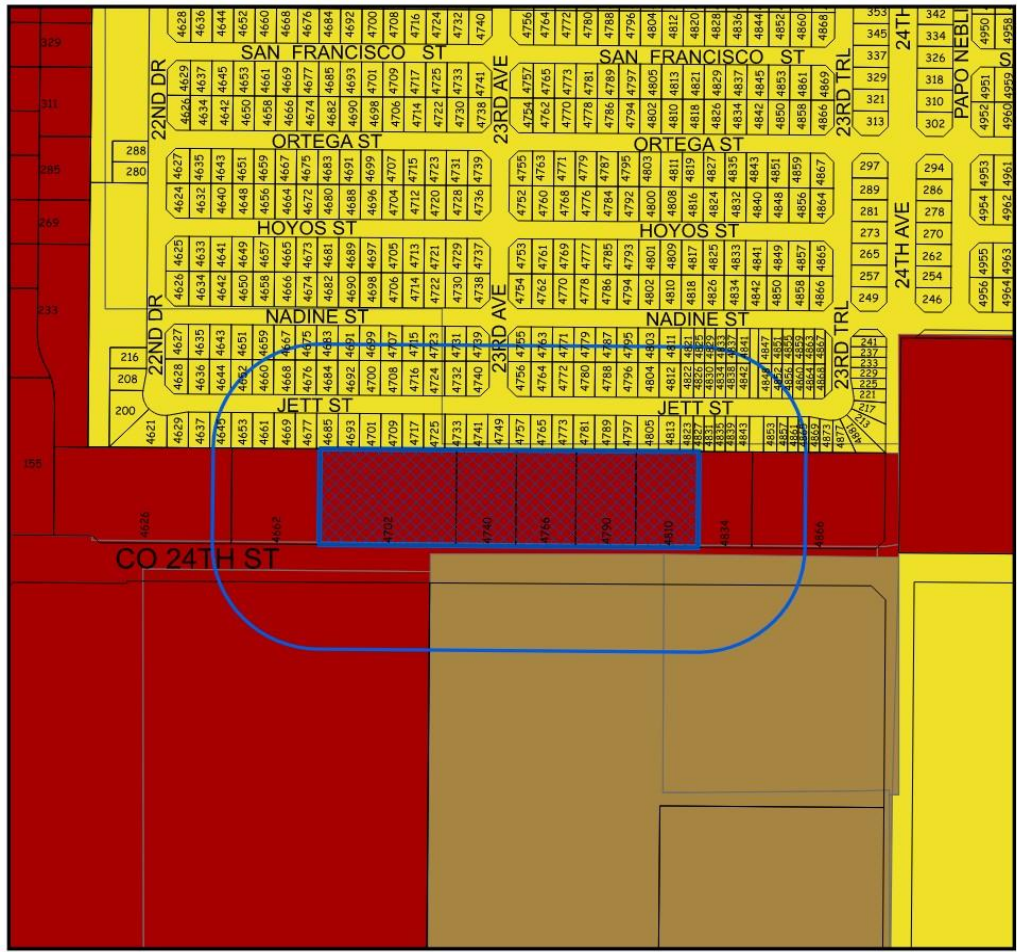
Attachments

Presentation
Ordinance No. 483
Location Map
Aerial
Site Plan




CITY COUNCIL MEETING
MAY 13, 2026

Minor Amendment Case No. 2026-0062 &
Rezoning Case No. 2026-0063
Colibri Townhomes



Location of Subject Property

 4702, 4740, 4766, 4790, 4810 CO E 24TH ST

 300' NOTIFICATION BUFFER

LOCATION MAP

 Commercial

 Low Density

 High Density

MINOR AMENDMENT

CASE #
2026-0062

DATE:
03/11/2026

CHECKED BY:
JUAN TEJEDA

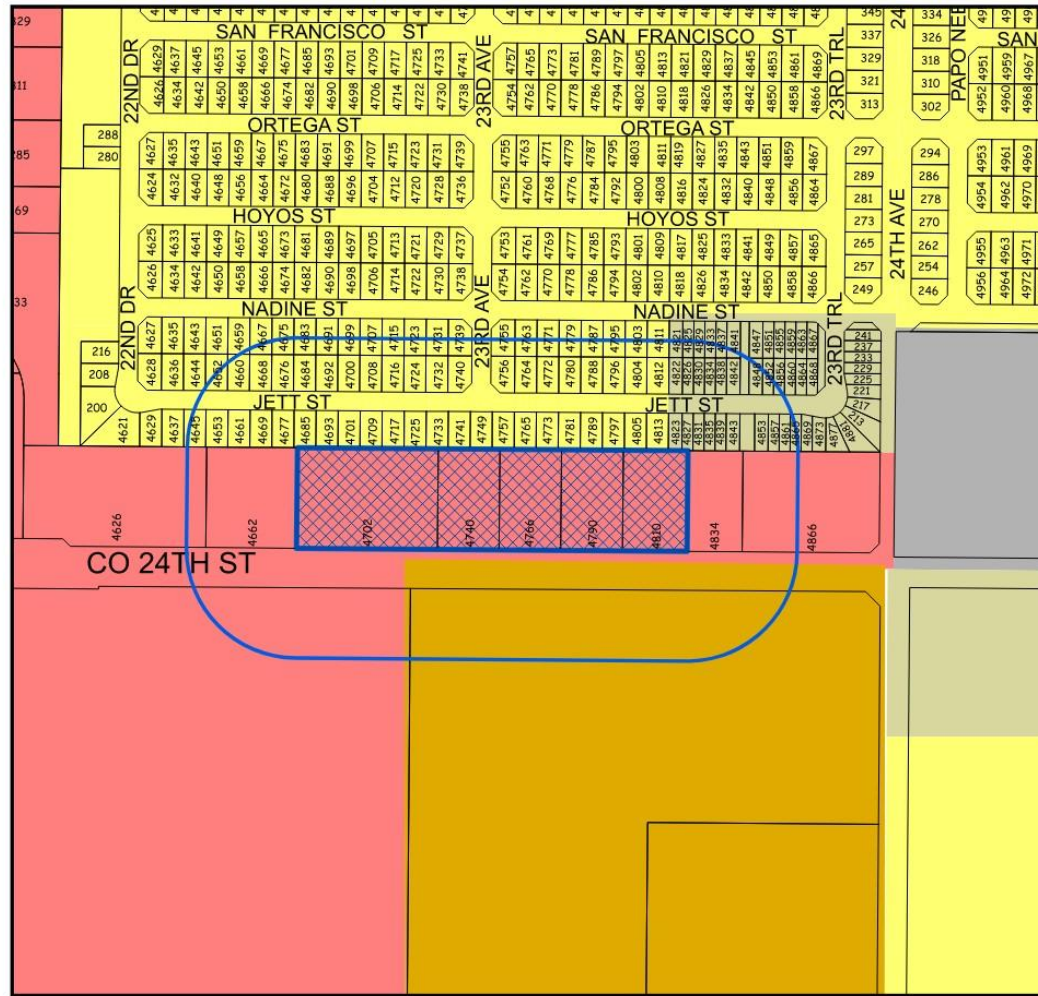
Development Services




GIS

CREATED BY:
CARLOS FLORES

APPROVED BY:
JOSE A GUZMAN




Location of Subject Property

 4702,4740, 4766, 4790, 4810 CO E 24TH ST

 300' NOTIFICATION BUFFER

LOCATION MAP

-  R-3
-  LI
-  HI
-  R-1-6
-  C-2
-  R-2

REZONING

CASE #
2026-0063

DATE:
03/11/2026

CHECKED BY:
JUAN TEJEDA

Development Services



GIS

CREATED BY:
CARLOS FLORES

APPROVED BY:
JOSE A GUZMAN

Aerial Colibri Townhomes





Ordinance

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

NO. 483

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN LUIS BY CHANGING THE ZONING CLASSIFICATION OF LOTS 32 THROUGH 36 OF THE PLAZA COLIBRI COMMERCIAL SUBDIVISION TOTALING 6.71 ACRES FROM COMMUNITY COMMERCIAL (C-2) TO MEDIUM-HIGH DENSITY RESIDENTIAL (R-2); REPEALING ANY CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and City Council of the City of San Luis desire to amend the City of San Luis Official Zoning District Map (the "Zoning Map") pursuant to A.R.S. §9-462.04 to change the zoning classification of lots 32 through 36 of the Plaza Colibri Commercial Subdivision totaling 6.71 acres located on Assessor Parcel ID No's. 778-57-015, 778-58-193, 778-58-194, 778-58-195 & 778-58-196; as attached hereto as "Exhibit A" and

WHEREAS, the aforementioned change in zoning classification is consistent with the General Plan of the City of San Luis; and

WHEREAS, all due and proper notices of public hearings on the Zoning Map Amendment have been given and proper public hearings have been held, and a recommendation has been given regarding the Zoning Map Amendment by the Planning and Zoning Commission of the City of San Luis; and

WHEREAS, the Planning and Zoning Commission held a public hearing on the proposed rezoning on April 14, 2026, and made a recommendation to City Council;

WHEREAS, in accordance with A.R.S. § 9-462.01, the City has considered a housing impact statement that includes the information required by A.R.S. § 9-462.01(J)(1)-(3);

BE IT ORDAINED by the Mayor and Council of the City of San Luis, Arizona, as follows:

SECTION 1. That the above recitals are hereby incorporated as though fully set forth herein.

SECTION 2. That the Official Zoning Map of the City of San Luis is hereby amended by changing the zoning classification of lots 32 through 36 of the Plaza Colibri Commercial

Subdivision totaling 6.71 acres from Community Commercial (C-2) to Medium-High Density Residential (R-2) of the property subject to the following condition:

1. Development shall comply with the City of San Luis zoning regulations, building code requirements, public works standards, and any applicable subdivision regulations.
2. The applicant/owner shall submit a traffic study during the subdivision review, and all improvements required by the traffic study shall be done by the developer.
3. Owner agrees to sign all necessary improvement districts associated with the subdivision of the rezoned parcel, including any amendments to existing improvement districts.
4. The subject property is subject to the approved Development Agreement, as amended by Resolution Nos. 2204 and 2269, and all terms and conditions shall apply.
5. The development shall be established as a private gated townhome subdivision. The owner/developer shall establish and maintain a legally recognized entity, such as a homeowners association (HOA), responsible for the ownership, operation, and perpetual maintenance of all common areas, private streets, drainage facilities, landscaping, and all other private infrastructure within the development. The City shall not accept maintenance responsibility for any private improvements. Documentation evidencing the creation of such entity and its maintenance obligations shall be provided to the City prior to final plat approval.

SECTION 3. All Property Owners/Developers of the subject Property shall execute a waiver of any claim for diminution of value under Proposition 207, in a form approved by the City Attorney. All present and future owners of the subject Property shall develop the Property in accordance with the requirements of the Medium-High Density Residential (R-2) zoning established herein and the stated uses provided for herein together with all other applicable City of San Luis Code and Zoning Code requirements.

SECTION 4. The City has considered the impact this ordinance may have on housing as provided for in the attached Zoning Housing Impact Form, attached hereto as Exhibit "B," and incorporated herein.

SECTION 5. In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, regulation, or policy within the City of San Luis, the conflicting provisions are hereby repealed, superseded, and replaced, and the provisions of this ordinance shall govern.

SECTION 6. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or said reference regulations.

Ordinance No. 483

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis,
Arizona, this **13th** day of **May, 2026**.

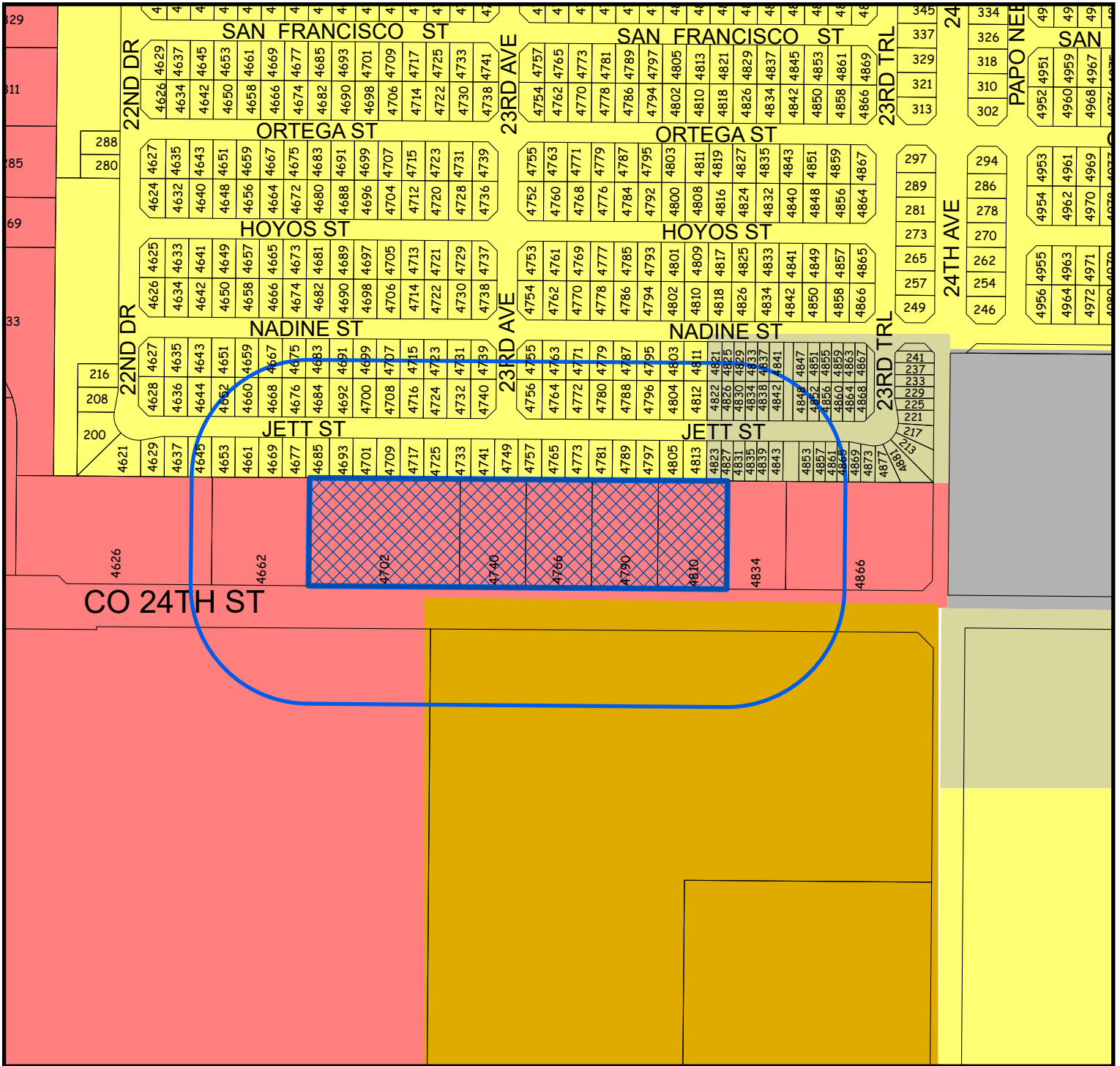
Javier Vargas, Vice Mayor

ATTEST:


APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Joseph Estes, City Attorney



Location of Subject Property

 4702,4740, 4766, 4790, 4810 CO E 24TH ST

 300' NOTIFICATION BUFFER

LOCATION MAP

-  R-3
-  R-1-6
-  LI
-  C-2
-  HI
-  R-2

REZONING

CASE #
2026-0063

DATE:

03/11/2026

CHECKED BY:

JUAN TEJEDA

Development Services



GIS

CREATED BY:

CARLOS FLORES

APPROVED BY:

JOSE A GUZMAN

HOUSING IMPACT STATEMENT

A.R.S. § 9-462.01 (J)

Pursuant to ARS 9-462.01 (J), before adopting any zoning ordinance or zoning ordinance text amendment of general applicability, the legislative body of a municipality shall consider a housing impact statement regarding the impact of the zoning ordinance or zoning ordinance text amendment that shall include:

1. A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning ordinance or text amendment applies.

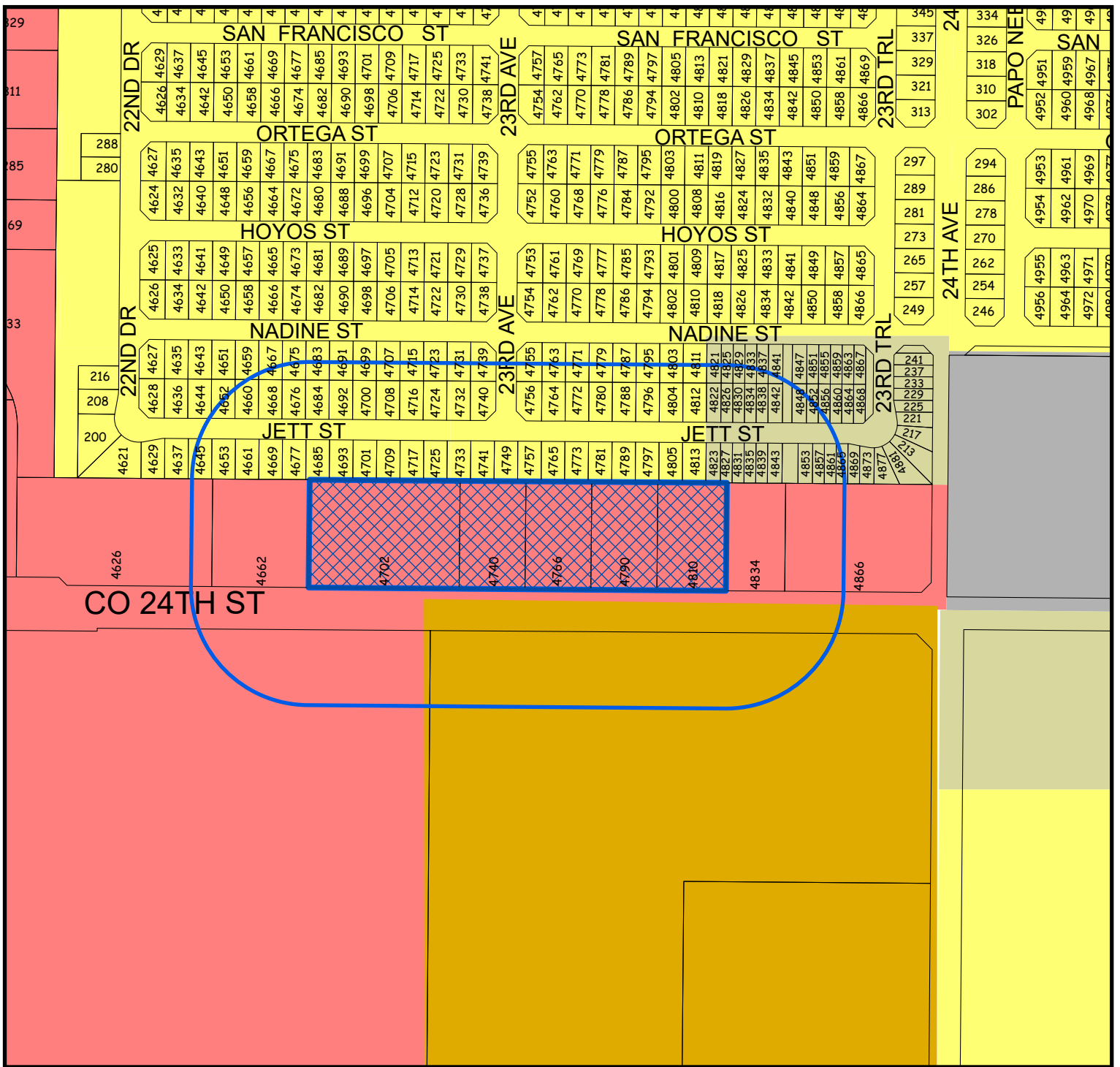
The proposed rezoning from Community Commercial (C-2) to Medium-High Density Residential (R-2) is not anticipated to increase the average cost to construct housing. The rezoning would allow development of a private gated townhome subdivision on currently vacant property.

2. A description of any data or reference material on which the proposed zoning ordinance or text amendment is based.


The ordinance is based on the City of San Luis General Plan, City Zoning Code, the submitted application materials, site plan, surrounding zoning, and staff review.

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning ordinance or text amendment.

Maintaining the existing C-2 zoning would be an alternative, but it would not allow the proposed residential townhome development. The R-2 zoning is the appropriate classification for the proposed use.




Location of Subject Property

 4702, 4740, 4766, 4790, 4810 CO E 24TH ST

 300' NOTIFICATION BUFFER

LOCATION MAP

-  R-3
-  LI
-  HI
-  R-1-6
-  C-2
-  R-2

REZONING

CASE #
2026-0063

DATE:
03/11/2026

CHECKED BY:
JUAN TEJEDA

Development Services

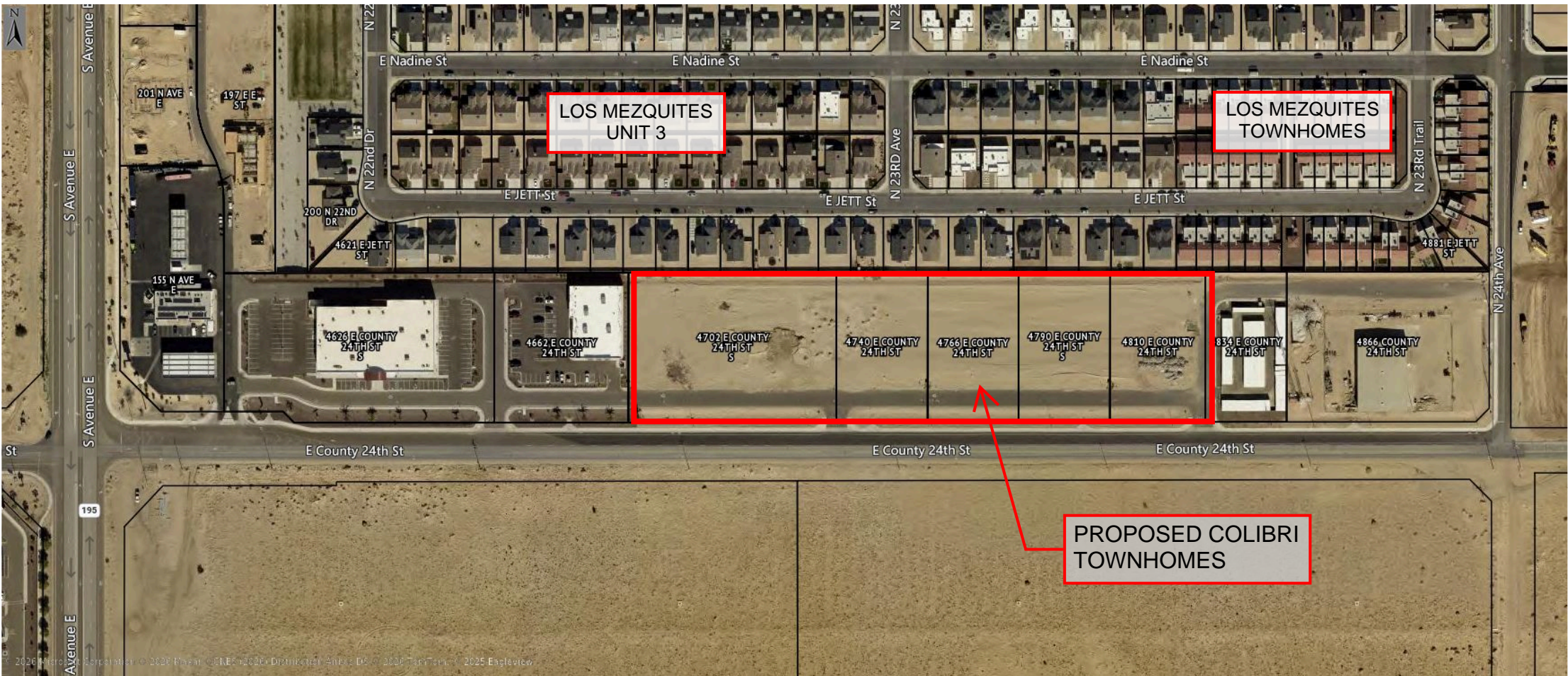


GIS

CREATED BY:
CARLOS FLORES

APPROVED BY:
JOSE A GUZMAN

Aerial Colibri Townhomes



REVISIONS	
NO.	DESCRIPTION

LOTS 32,33, 34,
35 AND 36 OF
PLAZA COLIBRI

SITE PLAN

COLIBRI
TOWNHOMES

EDAIS
Engineering, Inc.
3075 S. Avocado
Yuma, Arizona 85365
taje@edaisgroup.com (928) 344-3566
www.edaisengineering.com

DATE:
JANUARY 2026
DRAWN:
LPR
CHECKED:
NKE
PROJECT:
26-007
SHEET NUMBER

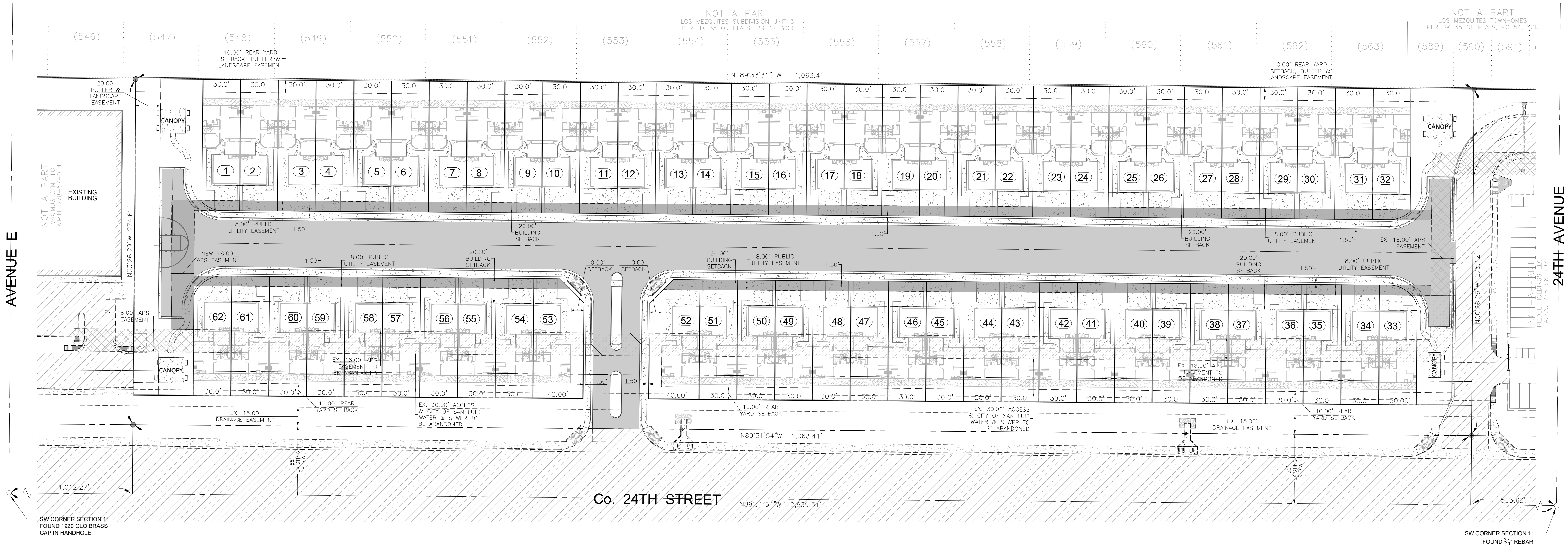
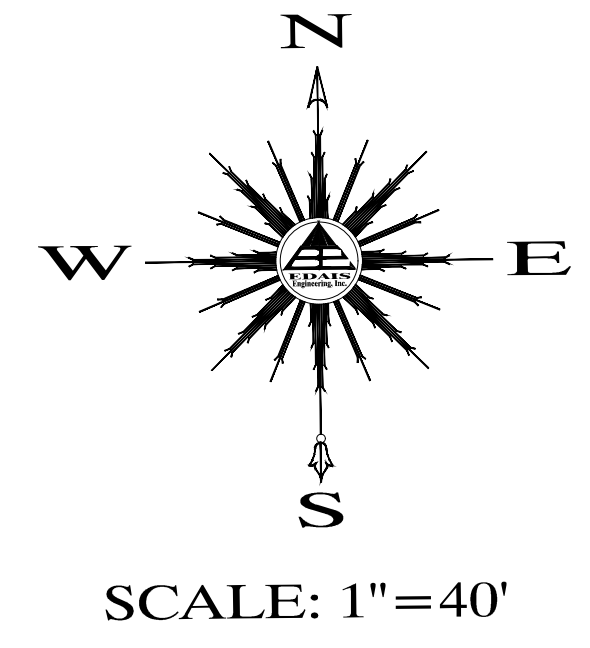
C-1

UNIT COUNT:
2 BEDROOM : 30 UNITS
3 BEDROOM : 32 UNITS
TOTAL : 62 UNITS

TOTAL AREA :
292,307.10 SF / 6.7104 AC

TOTAL OPEN SPACE :
67,979.23 SF / 1.5606 AC

PERCENT OPEN SPACE : 23%



AVENUE E

24TH AVENUE

Co. 24TH STREET

SW CORNER SECTION 11
FOUND 1920 GLO BRASS
CAP IN HANDHOLE

SW CORNER SECTION 11
FOUND 3/4" REBAR



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

9.

Meeting Date: 05/13/2026

Department Head: Adela Cortez, Director Human Resources, Human Resources Department

Submitted By: Justin Neuman, Paralegal, Attorney's Office

Action Requested: Motion
24 Hour Notice

ITEM:

EXECUTIVE SESSION:

Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A)(1), (3) and (4) on any and all matters relating to the position of Magistrate to discuss or consider employment, assignment, appointment, including possible discussion of confirmation of appointment and/or discussion of approval of terms and/or conditions pursuant to San Luis City Code § 34.20, and consultation with the City Attorney or City's attorneys regarding the same. **(Joe Estes, Interim City Attorney)**

SUMMARY:

City Council can be properly advised 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(A)(1), (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 does not apply to executive sessions under ARS §38-431.03(D) no legal action involving a final vote or decision can be made.



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

11. A.

Meeting Date: 05/13/2026

Department Head: Adela Cortez, Director Human Resources, Human Resources Department

Submitted By: Adela Cortez, Director Human Resources, Human Resources Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding an employment contract for a City Magistrate. **(Jenny Torres, City Manager)**

SUMMARY:

The City received three applications, with two applicants withdrawing from the interview process. The third candidate was interviewed, and an offer of the Magistrate position was extended, contingent on City Council approval .

As required by Arizona law, judicial contracts must be a minimum of two (2) years in duration. The City Council appoints the Magistrate position per San Luis City Code § 2.30.200.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPOINT AMANDA M. WATLINGTON AS MAGISTRATE AND APPROVE AND ADOPT THE PROPOSED CONTRACT FOR MAGISTRATE, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES
CITY/STATE/FEDERAL FUNDS: City
TOTAL: \$159,830.00 (with Benefits)
BUDGETED AMOUNT: \$159,830.00
AVAILABLE AMOUNT TO TRANSFER: N/A
ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: 100-160 Municipal Court Salaries Accounts

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

The proposed magistrate contract is \$117,998.40 for the first year, plus benefits, and \$123,898.32 for the second year, plus benefits. The total cost for the first year will not exceed \$159,830. The total amount, including benefits, for the second year will be determined based on updated benefit rates for FY2028.

Attachments

Magistrate Contract - Amanda M. Watlington

CITY OF SAN LUIS, ARIZONA

MAGISTRATE EMPLOYMENT CONTRACT

This contract (“Contract”) is effective as of San Luis City Council’s Appointment on **May 13, 2026** between the City of San Luis, Arizona, a municipal corporation of the State of Arizona, Administrative Offices at City Hall, 1090 Union Street, San Luis, Arizona (“City”) and Amanda M. Watlington, an individual (“Magistrate”). The City and Magistrate may be referred to individually as the “Party” and collectively as the “Parties.”

RECITALS

- A. A.R.S. § 22-402(A) requires Arizona cities to have a Municipal Court.
- B. San Luis City Code Chapter 2.30 establishes a Magistrate’s Court (also referred to as a Municipal Court) and a Magistrate.
- C. San Luis City Code § 2.30.200 provides that the Magistrate is the Presiding Officer of the Magistrate’s Court.
- D. The City Council desires to secure and retain the services of the Magistrate while providing a means for terminating the Magistrate’s services (1) due to the Magistrate’s inability to discharge the Magistrate’s duties, or (2) the City or Magistrate may otherwise desire to terminate the employment relationship to the extent allowable under Arizona law.
- E. The City requires the services of a person possessing the skills and ability required to preside over the cases brought before the Magistrate’s Court and perform the ministerial duties required to operate the Magistrate’s Court.
- F. The Magistrate, through education and experience, possesses the requisite skills to perform these duties.
- G. Therefore, the City Council desires to engage the services of the Magistrate under the authority of San Luis City Code § 2.30.200 to appoint a Magistrate.

In consideration of the matters described above and of the mutual benefits and obligations in this Contract, the sufficiency of which the Parties expressly acknowledged, the City and the Magistrate agree as follows:

SECTION I: Term and Nature of Employment

The City employs, engages, and appoints Amanda Watlington to serve as City Magistrate pursuant to this Contract for a term of two (2) years, May 13, 2026 through May 12, 2028 (“Contract

Period”). Amanda Watlington accepts and agrees to such employment, engagement and appointment under the terms of this Contract.

SECTION II: Duties and Nature of Employment

- A. During the Contract Period, the Magistrate shall perform the duties of the office as provided by law, including but not limited to Chapter 2.30 of Title 2 of the City Code and Chapter 4 of Title 22 of the Arizona Revised Statutes.
- B. This employment is for a neutral, objective judicial officer, and the employment is not subject to the will of the City Council, nor the City Manager. However, it is a position that may be subject to discipline or removal in the event of judicial misconduct.
- C. The Magistrate agrees to cooperate with the City Manager in reviewing and implementing such procedures as they agree on regarding administrative court funds, court staffing, and related expenses of the Magistrate Court.

SECTION III: Place of Employment

The Magistrate shall render the duties required under this Contract at the San Luis Magistrate Court, also referred to as the San Luis Municipal Court, currently located at 767 North William Brooks Avenue, San Luis, Arizona, and such other place or places as the City shall in good faith require.

SECTION IV: Compensation & Benefits

- A. Salary:
 - 1. The Magistrate’s gross salary shall be an annual base salary of \$117,998.40 payable biweekly.
 - 2. The Magistrate will receive a 5% increase at the beginning of year two of the Contract. Effective May 13, 2027, the Magistrate’s salary will be increased to \$123,898.32.
 - 3. If during year two of the contract, starting on May 13, 2027, the City increases the salaries of classified service employees in the same pay grade as the Magistrate by more than 5%, the Magistrate’s salary will be adjusted by the percentage that exceeds the 5% the Magistrate receives. Such adjustment would take effect on the same date as the classified service salary increase, if any.

B. Benefits:

In addition to the Base Compensation, the City Magistrate shall be entitled to all other employment benefits provided for employees of the City in the classified service, including, but not limited to:

1. Health benefits (medical, dental, vision),
2. Participation in the Arizona Public Safety Personnel Retirement System, and
3. Leave Benefits and Accrual of Leave.
 - Notwithstanding the provisions of the Personnel Policies, the Magistrate shall accrue vacation and sick leave at the same rate as other full-time employees per year.
 - The Magistrate shall not lose any vacation or sick leave she accrued prior to May 13, 2026, by virtue of being a contracted employee under this Contract.
 - The Magistrate is eligible for any vacation buyback policy available to the classified service.

C. Personal Time Off:

The City Council recognizes that the Magistrate must devote the time necessary to her duties involving both regular office hours and time outside these hours. Personal time off should be in line with this premise and rests in the Magistrate's discretion under the approval of the City Manager.

D. Indemnification:

The City agrees to defend, save harmless, and indemnify the Magistrate against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of her duties as Magistrate for the City, even if the said claim has been made following his termination from employment, provided that the Magistrate acted within the scope of her duties. The City has the sole authority to compromise and settle any such claim or suit. The City will pay the amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to the Magistrate personally.

SECTION V: Facilities, Supplies and Assistance

The City shall furnish the Magistrate, at the City's expense, with a Magistrate Court. The City shall provide, at the City's expense, such Court personnel, supplies, equipment, and materials necessary to fulfill the Court's constitutional and statutory duties. Nevertheless, the Magistrate agrees to comply with any budgeting and finance procedures established by the City and cooperate with the

City Manager in reviewing and implementing such procedures as they agree on regarding the budget, staffing, and related administrative expenses of the Magistrate Court.

SECTION VI: Termination of Employment

This Contract is contingent upon Magistrate's continued acceptability by the Arizona Supreme Court and any other regulatory body that governs magistrate courts in the state of Arizona. In the event the Magistrate is unacceptable at any time for any reason(s) by the Arizona Supreme Court, this Contract is null and void. Magistrate agrees to advise the Mayor or City Manager immediately should Magistrate receive any judicial conduct complaint, or should Magistrate become aware of any other matter that could result in not being able to fulfill her duties as the City Magistrate. The Magistrate agrees to give immediate notice to the Mayor and the City Manager should the Magistrate receive any judicial conduct complaint or become the subject of any proceedings before the Commission on Judicial Conduct or any State Bar discipline during the Contract Period

A. Resignation:

The Magistrate may resign from her employment at any time upon giving at least thirty (30) days' written notice to the City Manager, Mayor, and City Council, unless the Parties otherwise agree in writing upon a different period. In the event of resignation, the Magistrate shall not be entitled to severance pay under this Section but shall be entitled to pay out of accumulated vacation leave under Section VIII, Subsection C.

B. Termination of the Contract:

Other than termination for misconduct as described in Section VIII, Subsection B, to the extent permitted by law, the City Council may terminate this Contract at any time upon the giving of at least thirty (30) days' written notice to the Magistrate unless the Parties agree in writing upon a different notice period. However, if the City terminates this Contract under the provisions of Section VIII, Subsection B, before May 12, 2028, then, the Magistrate shall be entitled to the following pay and benefits:

1. **Unpaid Salary and Benefits.** All earned but unpaid salary, and any other earned benefits required to be paid pursuant to this Contract and the Personnel Policies, shall be paid to the Magistrate.
2. **Severance Pay.** Upon termination by the City pursuant to Section V Subsection B (in addition to the sum calculated under Section V, Subsection D), the Magistrate shall be entitled to severance pay equal to three (3) months' salary based upon the rate of salary as of the date of termination.
3. **Reduction; Non-Compliance.** It shall be deemed termination without cause if, at any time during the term of this Contract, the Employer (i) reduces the

Employee's salary or other financial benefits in a greater percentage than an applicable across-the-board reduction for all unclassified City of San Luis employees or (ii) refuses to comply with a material term of this Contract within 30 days after written notice from the Employee.

4. **Termination for Misconduct.** The Magistrate shall not be entitled to thirty (30) days' notice nor severance pay under this Section if the City terminates the Magistrate because the Magistrate materially breached any provision of this Contract or for an act of fraud, deception, misrepresentation, or active concealment of material facts, or any of the following:
 - a. Intentional nonperformance or dereliction of the Magistrate's duties as detailed by this Contract,
 - b. Judicial misconduct in violation of the Arizona Code of Judicial Conduct as adopted by the Supreme Court of Arizona,
 - c. Felony conviction,
 - d. Class one misdemeanor conviction,
 - e. Conviction of a crime of moral turpitude.

City Council reserves the right to suspend any severance payment pursuant to this subsection while the charges or investigation for the above-listed acts are pending. For termination for misconduct, the Magistrate shall be entitled to pay out under Section VII, Subsection C.

C. Pay Out Accumulated Vacation Leave:

Upon termination, in addition to any other rights to compensation or benefits that the Magistrate may have under this Contract or law, the Magistrate shall be paid his accumulated vacation leave time calculated at a rate equivalent to his salary as of the date of termination.

SECTION VII: Waiver or Modification

It is agreed that no waiver or modification of this Contract or any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the Party to be charged with it. It is agreed that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising out of or affecting this Contract or the rights or obligations of any Party under it unless such waiver or modification is in writing, duly executed as above. The Parties agree that this paragraph's provisions may not be waived except by a duly executed writing.

SECTION VIII: Severability

The invalidity of any portion of this Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of this Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if both Parties had executed them subsequent to the expungement of the invalid provision.

SECTION IX: Applicable Law

A. Governing Law

1. This Contract and the employment of the Magistrate under the Contract shall be subject to all applicable provisions of the San Luis City Code, Arizona law, including but not limited to the rules and regulations of the Arizona Supreme Court, Administrative Office of the Courts, and to all amendments to such laws, rules, and regulations.

The Parties agree that it is their intention and covenant that this Contract and performance under it and all suits and special proceedings relating to it be construed in accordance with and under and pursuant to the laws of the State of Arizona and that in any action, particular proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Contract, the laws of the State of Arizona shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or particular proceeding may be instituted.

B. Alternate Dispute Resolution

If the City adopts as a policy a program of settling employment claims or suits by binding arbitration and adopts a form of Contract for new employees to sign during this Contract, then the Magistrate agrees to sign the said agreement and be bound by the same.

C. Conflict Statute

This Contract shall be subject to cancellation for conflict provisions of A.R.S. § 38-511.

SECTION X: Entire Agreement

This written Contract contains the sole and entire agreement between the Parties. It shall supersede any and all other agreements between the Parties. The Parties acknowledge and agree that neither of them has made any representation concerning the subject matter of this Contract nor any representations inducing its execution and delivery except such representations as are specifically

set forth in this writing. The Parties acknowledge that they have relied on their own judgment in entering into the same. The Parties further acknowledge that any statements or representations that either may have made to the other are void and of no effect. Neither Party has relied on such statements or representations in connection with its dealings with the other.

SECTION XI: Headings

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract. The titles of sections and subsections of this Contract are solely for the convenience of the Parties. The titles shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

[Intentionally left blank. Signature page follows.]

In witness whereof, the City of San Luis, Arizona, has caused this Contract to be signed and executed on its behalf by the Mayor and duly attested to by its Clerk, and Amanda Watlington, City Magistrate, has signed and executed this Contract on this _____ Day of May, 2026.

Amanda Watlington, City Magistrate

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

(Seal)

APPROVED AS TO FORM:

Joseph D. Estes, City Attorney