



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, Wednesday, September 9, 2026, at 6:00 p.m. 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, el Miercoles, 9 de Septiembre del 2026, a las 6:00 p.m. 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 Secretaría 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
September 9, 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.

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| 4. | CALL TO THE PUBLIC
This is the time for the public to comment. Under A.R.S. § 38-431.01(I), Members of the City Council shall not discuss or take legal action on matters raised during an open call to the public that are not properly noticed on this agenda for discussion and legal action. At the conclusion of an open call to the public, individual Members of the City Council may respond to criticism made by those who have addressed the City Council, may ask staff to review a matter, or may ask that a matter be put on a future agenda. | No Legal
Action Permitted |
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5. PROCLAMATIONS | | |
| 5. A. | Proclamation on National Police Woman Day - September 12, 2026 | Proclaimed |
| 5. B. | Proclamation on National Diaper Need Awareness Week - September 14-20, 2026 | Proclaimed |
| 5. C. | Proclamation on National IT Professionals Day - September 15, 2026 | Proclaimed |
| 5. D. | Proclamation on Pitt Hopkins Syndrome Awareness Day - September 18, 2026 | Proclaimed |
| 5. E. | Proclamation on Hispanic Heritage Month - September 15, 2026-October 15, 2026 | Proclaimed |
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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
- Special Council meeting held August 5, 2026
- Regular Council meeting held August 12, 2026 | Approved |
| 6. B. | DISBURSEMENTS
From August 19, 2026 to September 1, 2026
Total \$2,531,013.83 (Two Million, Five Hundred Thirty-One Thousand, Thirteen Dollars and Eighty-Three Cents) | Approved |

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 7. A.** Discussion and possible action on any and all matters regarding the approval of a \$100,000.00 budget transfer for the continuation and completion of the Lakin Drive Subsidence Issue — Road Improvement Construction Project. **(Tomas Sanchez, City Engineer)** **Approved**
- 7. B.** Discussion and possible action on any and all matters regarding continuing temporary staffing services through HireQuest Inc. **(Maria Barajas, Human Resources Manager)** **Approved**
- 7. C.** Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to Merrill Development for the San Luis Senior Center Renovation Project. **(Jorge Perez, Assistant Director of Public Works)** **Approved**
- 7. D.** Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Jose Felix Santana on behalf of Tacos y Mariscos La India, LLC, located at 879 East B Street, San Luis, Arizona. **(Sonia Cornelio, City Clerk)** **Public Hearing Held/Approved**
- A. Staff and/or Applicant presentation
 - B. Open Public Hearing
 - C. Call to the public on this item
 - D. Close Public Hearing
 - E. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Tacos y Mariscos La India, LLC
- 7. E.** Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Ruben Alberto Walshe on behalf of Bodega 23 Padel Club, LLC, located at 233 N. Avenue E, San Luis, Arizona. **(Sonia Cornelio, City Clerk)** **Public Hearing Held/Approved**
- A. Staff and/or Applicant presentation
 - B. Open Public Hearing
 - C. Call to the public on this item
 - D. Close Public Hearing
 - E. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Bodega 23 Padel Club, LLC

- 7. F.** Public Hearing followed by discussion and possible action on **Public Hearing Held/Approved** any and all matters regarding Resolution No. 2414. An amending resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the application of draws on existing tax-exempt draw-down bonds issued by the Industrial Development Authority of the City of San Luis, Arizona, in a maximum principal amount not to exceed \$10,000,000, to the refinancing of certain outstanding debt obligations of Regional Center for Border Health, Inc., and declaring an emergency. **(Glenn J. Gimbut, Counsel for Regional Center for Border Health Inc.)**

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

- A. Presentation the Regional Center for Border Health, Inc.
- B. Open Public Hearing
- C. Call to the Public
- D. Close Public Hearing
- E. Discussion and Action on Resolution No. 2414

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

- 9. ADJOURNMENT 6:29 P.M.**



PROCLAMATION

Regular City Council Meeting

5. A.

Meeting Date: 09/09/2026

Title:

Proclamation on National Police Woman Day - September 12, 2026

Attachments

Proclamation



OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL POLICE WOMAN DAY
September 12, 2026

WHEREAS, women play a vital role in ensuring the safety, security, and well-being of our community, bringing unique perspectives, invaluable skills, and immense dedication to law enforcement; and

WHEREAS, female law enforcement officers routinely display exceptional bravery, professionalism, and integrity while working on the front lines to protect and serve our citizens; and

WHEREAS, despite representing roughly 12 percent of law enforcement officers nationwide, women continue to break barriers, mentor future generations, and excel in every rank and specialized unit within police departments; and

WHEREAS, National Police Woman Day is celebrated annually on September 12th to recognize the extraordinary contributions, sacrifices, and history-making achievements of women in uniform.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim September 12, 2026, as “**National Police Woman Day**” and call upon all citizens of the City of San Luis to join in honoring the courageous women who serve our community in law enforcement and to thank them for their dedication to public safety.

DATED this 9th day of September 2026.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

5. B.

Meeting Date: 09/09/2026

Title:

Proclamation on National Diaper Need Awareness Week - September 14-20, 2026

Attachments

Proclamation



OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL DIAPER NEED AWARENESS WEEK

September 14-20, 2026

WHEREAS, diaper need, the condition of not being able to afford a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of children and their families; and

WHEREAS, national surveys and research studies report that nearly one in two families struggles with diaper need, and 48 percent of families delay changing a diaper to extend the available supply; and

WHEREAS, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in childcare programs and quality early-education programs that enable children to thrive and parents to work; and

WHEREAS, many parents struggling with diaper need report missing an average of five (5) days of work each month due to an insufficient supply of diapers; and

WHEREAS, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention, resulting in medical costs, and parents may be prevented from accessing childcare needed to go to work or school, thereby destabilizing the family's economic prospects and well-being; and

WHEREAS, the people of San Luis recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the state's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

WHEREAS, San Luis is proud to be home to trusted community-based organizations that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels; and

WHEREAS, through their important work of addressing diaper needs, diaper banks play a critical role in supporting families, improving infant health and wellbeing, and advancing our local and state economic growth.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim the week of September 14-20, 2026, as “**National Diaper Need Awareness Week**” and thank the aforementioned diaper banks, their staff, volunteers and donors, for their unwavering service to our communities, and encourage the citizens of Arizona to donate generously to diaper banks, diaper drives, and support those organizations that collect and distribute diapers to families struggling with diaper need, so that all of San Luis’ children and families can thrive and reach their full potential.

DATED this 9th day of September 2026.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

5. C.

Meeting Date: 09/09/2026

Title:

Proclamation on National IT Professionals Day - September 15, 2026

Attachments

Proclamation



OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

NATIONAL IT PROFESSIONALS DAY
September 15, 2026

WHEREAS, National IT Professionals Day was created in 2015 and is celebrated annually on the third Tuesday of September to honor the dedicated technology experts who keep our digital world running smoothly; and

WHEREAS, network engineers, system administrators, database administrators, cybersecurity specialists, and support technicians perform critical, often unseen work to secure our networks, maintain essential applications, and protect vital data; and

WHEREAS, our modern reliance on hybrid work environments, digital communication, and online infrastructure makes the role of IT professionals more vital than ever to the daily operations of businesses, schools, and government entities; and

WHEREAS, taking time to express appreciation for these technical experts highlights their tireless efforts, problem-solving skills, and commitment to organizational and community resiliency.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, Arizona, do hereby proclaim September 15, 2026, as “**National IT Professionals Day**” and urge all citizens and employees of the City of San Luis to recognize the valuable contributions of our information technology professionals.

DATED this 9th day of September 2026.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

5. D.

Meeting Date: 09/09/2026

Title:

Proclamation on Pitt Hopkins Syndrome Awareness Day - September 18, 2026

Attachments

Proclamation



OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

PITT HOPKINS SYNDROME AWARENESS DAY

September 18, 2026

WHEREAS, Pitt Hopkins syndrome is a rare and severe neurological genetic disorder caused by a spontaneous mutation or deletion of the TCF4 gene; and

WHEREAS, Pitt Hopkins affects brain and nervous system development and is characterized by intellectual disability and developmental delay, breathing problems, epilepsy or recurrent seizures, gastrointestinal issues, lack of speech, and distinctive facial features; and

WHEREAS, approximately 2,000 people worldwide have been diagnosed with Pitt Hopkins syndrome; and

WHEREAS, even though the cause of Pitt Hopkins is known, there are currently no treatments available for this disorder; and

WHEREAS, the Pitt Hopkins Research Foundation celebrates September 18th each year as the International Pitt Hopkins Syndrome Awareness Day to raise awareness and funding for research; this date was chosen to bring attention to the disorder's cause, which is a spontaneous mutation or deletion on the 18th chromosome; and,

WHEREAS, the Pitt Hopkins Research Foundation is an all-volunteer organization of families and professionals dedicated to finding a cure for Pitt Hopkins syndrome through research funding, education, and advocacy and its Board of Directors is currently comprised of parents and grandparents of children and adults with Pitt Hopkins syndrome; and,

WHEREAS, the Foundation's goal is to bring practical treatment into current medical practice.

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NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim September 18, 2026, as “**Pitt Hopkins Syndrome Awareness Day**” in recognition of the needs of individuals with Pitt Hopkins syndrome and encourage all citizens to increase awareness and understanding of Pitt Hopkins syndrome in order to assist those individuals and families who live with this condition every day of their lives.

DATED this 9th day of September 2026.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



PROCLAMATION

Regular City Council Meeting

5. E.

Meeting Date: 09/09/2026

Title:

Proclamation on Hispanic Heritage Month - September 15, 2026-October 15, 2026

Attachments

Proclamation



OFFICE OF THE
MAYOR
CITY OF SAN LUIS

Proclamation

HISPANIC HERITAGE MONTH
September 15, 2026 – October 15, 2026

WHEREAS, the City of San Luis, Arizona, recognizes the deep roots of Hispanic and Latino Heritage within our local community, our great State of Arizona and the United States of America; and

WHEREAS, the Gadsden Purchase of 1854 brought territories in Southern Arizona and Southern New Mexico into the Union of the United States; lands that were already rich in the Spanish language, Mexican and Native American cultures and ways, where the bells of Spanish missions rang loudly from California to Texas and even in modern eastern States of Florida and Georgia; proof that the history of the United States grew not only North to South and East to West but also grew North and East from the modern "Southwest"; and

WHEREAS, the City of San Luis, Arizona, was founded in 1930, directly due to the opening of its local Port of Entry, which allowed for travel and commerce between Mexico and the United States. The City of San Luis prides itself in having played a vital role in agriculture, commerce and industry; a role which is still filled today; and

WHEREAS, the City of San Luis, Arizona, has a Hispanic population of 97-98% and takes pride in the bilingual nature, commitment to family, shared traditions and values; and

WHEREAS, this month provides a vital opportunity to celebrate the diverse traditions, arts, and voices that enrich San Luis, ensuring that future generations continue to honor and preserve this vital cultural legacy.

NOW, THEREFORE, BE IT RESOLVED, that I, Nieves Riedel, Mayor of the City of San Luis, do hereby proclaim September 15, 2026, to October 15, 2026, as "**Hispanic Heritage Month**". And encourages residents to not only learn about their own rich history, culture, and traditions, but also to share them with neighboring communities, as well as to do so lovingly.

DATED this 9th day of September 2026.

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

6. A.

Meeting Date: 09/09/2026

Summary

MINUTES OF

- Special Council meeting held August 5, 2026
- Regular Council meeting held August 12, 2026

Attachments

8/5/2026 SCM

8/12/2026 RCM

MINUTES
Special Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
August 5, 2026
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

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

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

OTHERS PRESENT: Jenny Torres, City Manager
Matthew P. Podracky, Of Counsel, Pierce Coleman PLLC
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
Edgar Esparza, Billing & Collections Manager
Emmanuel Botello, Lieutenant
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Humberto Arcos, Grants Coordinator
Jeziel Banos, IT Help Desk Technician
Jorge Perez, Assistant Director of Public Works
Manuel Hernandez, Assistant Director of Public Works
Maria Barajas, Human Resources Manager
Maria Sabori, Risk Manager
Olivia Jenkins, Acting Assistant City Manager
Roula Encina, Director of Finance
Tomas Sanchez, City Engineer
Victor De La Torre, Safety Officer
Alberto Leon, Resident
Angela Delgado, Resident
Brian Alaniz De La Hoya, Resident

Christian Cuevas, Meeting Interpreter
Fabher Sanchez, Resident
James Allen Jr., Resident
Maria Gonzalez, Resident
Perla De La Hoya, Resident

2. PLEDGE OF ALLEGIANCE

Mrs. Sonia Cornelio, City Clerk, led the Pledge of Allegiance.

3. PRESENTATION

3. A. Presentation by the City of San Luis Police Department on Automatic License Plate Readers and Video Surveillance in the City of San Luis, Arizona. (Nigel Reynoso, Chief of Police)

Mr. Nigel Reynoso, Chief of Police, provided a presentation regarding the Police Department's Automated License Plate Reader (ALPR), Flock Safety, video surveillance, and Axon Fleet camera systems. He explained that the technology is primarily used as an investigative tool to identify vehicles associated with criminal investigations, locate stolen or wanted vehicles, assist in locating missing or at-risk individuals, and enhance public safety.

Chief Reynoso reported that the Department currently operates ALPR cameras at seven (7) locations, video surveillance cameras at 17 locations, and Axon Fleet camera systems in 26 patrol vehicles. He provided examples of camera footage demonstrating how the technology assists officers in identifying vehicles and investigating criminal and traffic-related incidents. He also highlighted several successful investigations in which the systems assisted in locating a kidnapped juvenile, missing and at-risk individuals, stolen vehicles, and suspects involved in various criminal offenses.

Chief Reynoso addressed privacy, access, data retention, and oversight procedures. He explained that ALPR technology captures license plates and vehicle characteristics but does not identify drivers or passengers or continuously monitor individuals. Access is limited to authorized personnel for legitimate law enforcement purposes, and users are required to provide a case number and investigative justification before conducting searches. The Department conducts quarterly audits of system activity, and any complaints regarding improper access to ALPR information are handled internally by the Police Department through an investigation, with potential disciplinary action up to termination and revocation of an officer's certification. Information associated with specific investigations is retained in accordance with applicable records-retention requirements, while information not accessed for an investigation generally remains available in the system for approximately 30 days. Information may also be shared with other law enforcement agencies for legitimate investigative purposes.

He further explained that video or photographic information that remains in the system but was not accessed by the Department for a specific investigation would not be provided in response to a public records request, as it was not retrieved or used as part of a case.

The Chief provided an overview of program expenditures since the systems were established in September 2021, including General Fund and grant funding for Flock Safety and Axon Fleet systems. He noted that the Department currently prepares quarterly ALPR activity reports and indicated that an annual public report could be provided to further promote transparency and accountability.

Mayor Nieves Riedel commended Chief Reynoso and the Police Department for their continued efforts and advancements and expressed appreciation for their commitment to the community and use of technology to enhance public safety.

Council Members expressed support for the Department's use of the technology and discussed its effectiveness in assisting with criminal investigations, locating suspects and vehicles, documenting traffic incidents, and enhancing officer safety. Council Members also raised questions regarding privacy, public records, data retention, information sharing, system access, potential misuse, and the Department's oversight procedures.

Chief Reynoso addressed each concern and confirmed that the Department had received no formal complaints regarding misuse of the systems since their installation in 2021.

Council Members also discussed the potential use of additional technology to detect reckless driving and other traffic-related violations, as well as establishing a community forum to provide residents with more information about Flock cameras and the city's surveillance systems.

Chief Reynoso reiterated that the Department currently has ALPR cameras at seven (7) locations and 17 additional video surveillance cameras, primarily at intersections and city parks. The cameras were strategically placed based on calls for service, traffic collisions, border-security considerations, and other identified priority areas. He noted that additional cameras could provide greater coverage, as the existing system does not cover the entire city.

Regarding funding, Chief Reynoso explained that the existing systems are supported through a combination of General Fund and grant funding. Grant funding is expected to cover the current video surveillance systems for approximately three (3) years, after which continued operation would require additional city funding unless further grant funding is obtained. The Department intends to continue pursuing available grant opportunities.

Chief Reynoso further explained that sworn officers and dispatch/communications personnel have access to the systems, and all authorized users are required to complete appropriate training before accessing or utilizing the technology.

Mayor Nieves Riedel suggested that the Police Department coordinate with the local high school to provide students with a presentation regarding the Department's camera systems and related public safety efforts. She noted that such an outreach effort would provide an opportunity to reach a large audience, encourage students to share the information with their families, and help address questions and misinformation within the community, particularly regarding traffic safety and student driving.

4. DISCUSSION AND POSSIBLE ACTION ITEM:

4. A. Discussion and possible action on any and all matters regarding Resolution No. 2410. A Resolution of the Mayor and Council of the City of San Luis, Arizona, declaring and adopting the results of the Primary Election held on July 21, 2026, in the City of San Luis, Arizona. (Sonia Cornelio, City Clerk)

Mrs. Sonia Cornelio, City Clerk, stated that the Resolution formally adopts and certifies the results of the Primary Election. She explained that the Resolution also authorizes the issuance of Certificates of Nomination to the candidates who received sufficient votes to advance to the General Election and whose names will appear on the ballot for the November 3, 2026, General Election. For the office of Mayor, the candidates advancing to the General Election are Mr. James Allen Jr. and Mr. Matias Rosales. For the office of Council Member, the candidates advancing are Ms. Luisa Areola, Mr. Octavio Ramirez, Mr. Javier Vargas, and Mr. Ruben Walshe Peralta. She added that the Resolution authorizes the issuance of a Certificate of Election to Mr. Eric Luzanilla, Council Member-Elect, formally recognizing his election to the position.

MOTION: Council Member Tadeo Azael De La Hoya/Mayor Nieves Riedel to approve and adopt Resolution No. 2410. The motion passed unanimously.

The vote was as follows:

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

5. ADJOURNMENT

Mayor Nieves Riedel adjourned the Special Council meeting at approximately 6:40 p.m.

APPROVED:

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the Minutes of the Special City Council meeting of the City Council of the City of San Luis, Arizona, held on August 5, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Sonia Cornelio, City Clerk

MINUTES
Regular Council Meeting
San Luis City Council
San Luis Council Chambers
1090 E. Union Street
San Luis, AZ 85349
August 12, 2026
6:00 p.m.

1. CALL TO ORDER/ROLL CALL

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

PRESENT: Council Member Luis E. Cabrera
Council Member Tadeo Azael De La Hoya
Council Member Esteban C. Rosales
Council Member Lizeth Servin
Vice Mayor Javier Vargas
Mayor Nieves Riedel

ABSENT: Council Member Maria Cecilia Cruz

OTHERS PRESENT: Jenny Torres, City Manager
Joe Estes, City Attorney
Sonia Cornelio, City Clerk
Adela Cortez, Director of Human Resources
Alan Guevara, Lieutenant
Albert Moreno, IT Technician
Alvaro Escalante, Parks Ground Manager
Angel Ramirez, Fire Chief
Angelica Roldan, Director of Parks & Recreation
Antonio Maldonado, Multimedia Production &
Operations Specialist
Armando Esparza, Director of Economic Development
Damian Miller, Lieutenant
Eulogio Vera, Director of Public Works
Francia Alonso, Public Information Officer
Juan Tejeda, Acting Assistant Director of Development
Services
Lucia Zavala, Finance Operations Manager
Manuel Hernandez, Assistant Director of Public Works
Maria Sabori, Risk Manager
Olivia Jenkins, Acting Assistant City Manager
Richard Bauermann, Fire Inspector
Roula Encina, Director of Finance
Tomas Sanchez, City Engineer

Victor De La Torre, Safety Officer
Christian Cuevas, Meeting Interpreter
Erik Luzanilla, Council Member-Elect
Fabher Sanchez, Resident
Helia Martinez, Resident/Pastor
James Allen Jr., Resident
Jesse Lopez, PPEP YouthBuild
Luis Marquez, Resident
Mark Concha Jr., Resident

2. PLEDGE OF ALLEGIANCE

PPEP Youthbuild led the Pledge of Allegiance.

3. INVOCATION

The invocation was performed by Ms. Helia Martinez – Pastor of Templo Cristiano Vino Nuevo.

4. CALL TO THE PUBLIC

Mr. James Allen Jr., 1549 E. Babbit Lane, San Luis, AZ, expressed concern regarding the anticipated completion of the new port of entry and asked whether a diagram or traffic pattern could be made available to the public showing how traffic will eventually enter and exit the border. He stated that providing this information in advance would help residents and travelers better understand the expected traffic flow between Mexico and the United States. He also addressed parking for taxi cabs, noting that there is a street near Chase Bank and between two (2) parking facilities where citizens currently use a parking system that allows them to purchase parking time by credit card or other means. Mr. Allen suggested that a designated area could be established on this street for taxicab drivers to purchase parking time; such an arrangement could generate additional revenue for the city while also providing the public with an established location for taxicab pick-up and drop-off in San Luis. He asked that the city consider these suggestions and offered to provide additional information if needed.

5. PROCLAMATIONS/PRESENTATION

- 5. A. Proclamation on National Senior Citizens Day - August 21, 2026**
- 5. B. Proclamation on Women's Equality Day - August 26, 2026**
- 5. C. Proclamation on Banning Single-Use Plastic Bags Day - August 13, 2026
and Promoting the Reduction of Single-Use Plastic Bags Month - August
2026**

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

5. D. Presentation by PPEP YouthBuild students on adopting reusable bags as a sustainable lifestyle. (PPEP Youthbuild)

The Leadership Class from PPEP YouthBuild gave a brief presentation highlighting the benefits of adopting reusable bags in everyday life. The presentation included real-life scenarios and concluded with a call to action encouraging the community to consider more sustainable alternatives to single-use bags.

Mayor Nieves Riedel thanked PPEP YouthBuild for their presentation and commended the students for taking the initiative.

6. CONSENT AGENDA

6. A. MINUTES OF

- Regular Council meeting held July 8, 2026
- Work Session held July 14, 2026

6. B. DISBURSEMENTS

From July 16, 2026 to August 5, 2026

Total \$6,488,327.31

(Six Million, Four Hundred Eighty-Eight Thousand, Three Hundred Twenty-Seven Dollars and Thirty-One Cents)

MOTION: Vice Mayor Javier Vargas/Council Member Tadeo Azael De La Hoya to approve the Consent Agenda. 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
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

7. A. Discussion and possible action on any and all matters regarding authorization to accept a service agreement and enter into a contract with Precision Protective Services, LLC. for traffic control needs. (Damian Miller, Lieutenant)

Mr. Damian Miller, Lieutenant, stated that the San Luis Police Department is requesting approval to renew and enter into an agreement with Precision Protective Services to assist with traffic control needs. The city continues to undergo several road construction projects that are impacting high-traffic areas.

He added that the agreement would provide the Police Department with flexibility to schedule traffic control services as needed throughout the fiscal year based on traffic conditions and location. He added that the San Luis Police Department would assign Precision Protective Services personnel to areas experiencing significant traffic congestion, allowing police officers to remain available for regular patrol and enforcement duties. Staff is requesting approval of \$85,000.00 for this service.

Council Member Luis E. Cabrera asked whether Precision Protective Services personnel would be utilized exclusively at the border or could also be assigned to other areas experiencing traffic congestion, particularly along 10th Avenue and surrounding areas during school dismissal. He noted that traffic heading toward Mexico increases significantly after school dismissal and suggested deploying personnel near 6th and 10th Avenues before having them proceed toward the border.

Lt. Miller explained that the Police Department establishes a schedule for Precision Protective Services personnel and monitors their hours on a monthly basis, and acknowledged the traffic congestion during school dismissal.

Council Member Luis E. Cabrera stated that, on one occasion, it took him approximately 25 minutes to travel from Avenue F to 10th Avenue. He indicated that deploying traffic control personnel in these areas could help improve traffic flow before personnel proceed toward the port of entry.

Staff further noted that utilizing Precision Protective Service personnel in these locations could free up police and traffic enforcement officers to address other areas, including Main Street.

MOTION: Council Member Tadeo Azael De La Hoya/Vice Mayor Javier Vargas to approve the renewal of the contract with Precision Protective Services for traffic control services during Fiscal Year 2026-2027, not to exceed the budgeted dollar amount of \$85,000.00, and waive formal purchasing procedures for the justification 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
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. B. Discussion and possible action on any and all matters regarding authorization to purchase annual medical evaluations and screenings for police sworn staff using Fiscal Year 2026-2027 budgeted funds. (Damian Miller, Lieutenant)

Mr. Damian Miller, Lieutenant, explained that the Police Department is seeking approval for an annual medical and physical evaluation program for police department staff. The program is designed to identify health risk factors at an early stage and help prevent long-term health concerns, particularly among high-risk groups. The selected provider will conduct examinations, testing and provide the results directly to participating employees. The cost will vary based on the services and testing selected for each employee, with the estimated range from \$259.14 to \$3,331.71 per person. Participation in the program will be voluntary and will not be mandatory for staff. If approved, the total amount budgeted for the program is \$60,000.00.

MOTION: Vice Mayor Javier Vargas/Council Member Luis E. Cabrera to approve the purchase of annual physical medical evaluations to Police sworn staff for a total amount not to exceed the budgeted amount of \$60,000.00. 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
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. C. Discussion and possible action on any and all matters regarding authorization to purchase two (2) fully marked and equipped new 2026 Ford Explorers and (2) fully marked and equipped new 2026 Chevrolet Silverados using Arizona Department of Public Safety Local Border Support Grant budgeted funds. (Alan Guevara, Lieutenant)

Mr. Alan Guevara, Lieutenant, stated that the City of San Luis Police Department is requesting approval to purchase four (4) new vehicles for the Patrol Division using Fiscal Year 2026–2027 Capital Projects Grant funds. The request includes the purchase of two (2) 2026 Ford Explorers, which will be assigned to the Patrol Division. The Explorers will be purchased from Peoria Ford through Arizona State Contract No. CTR059322, with a quoted cost of \$100,838.07, including tax. The Department is also requesting approval to purchase two (2) 2026 Chevrolet Silverado 1500 trucks. These vehicles will be assigned to the Patrol Division, specifically the K-9 Unit. Chapman Chevrolet submitted the lowest quote of \$112,669.90, including tax. He added that additional quotes were received from Midway Chevrolet for \$117,361.58 and Earnhardt Chevrolet for \$122,492.54. All four (4) vehicles will be fully equipped and marked by Walt's Outfitting using City of Chandler Contract No. PD5-055-4859.

He added that this Cooperative Purchasing Contract provides a reduced cost for the vehicle outfitting and equipment. The total cost for outfitting and marking the vehicles is \$178,790.00. The combined cost for the four (4) vehicles, equipment, and vehicle marking is \$391,653.60. The purchases will be made through Cooperative Purchasing Agreements in accordance with City Code Section 3.05.090, Cooperative Purchasing, utilizing the City of Chandler contract for outfitting and the Arizona State Contract for the vehicle purchases.

Council Member Tadeo Azael De La Hoya asked whether any quotes had been solicited from local vendors.

Lt. Guevara responded that, to his understanding, local vendors had been considered previously; however, he was not certain whether quotes had been solicited from local vendors in Yuma for this purchase. He explained that the Department proceeded with the state contract based on obtaining the lower price.

MOTION: Vice Mayor Javier Vargas/Council Member Esteban C. Rosales to approve the purchase of two (2) new 2026 Ford Explorers, and two (2) new Chevrolet Silverados, to approve the marking and equipping of the vehicles for a total amount not to exceed \$393,000.00. 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
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. D. Discussion and possible action on any and all matters regarding authorization to contract JSA Company for full landscape maintenance of several assessment districts for Fiscal Year 2027. (Angelica Roldan, Director of Parks and Recreation)

Ms. Angelica Roldan, Director of Parks & Recreation, explained that the department has worked with JSA Company for the past several years to provide full landscape maintenance services for the city's assessment districts. The Department began utilizing JSA's services in Fiscal Year 2025 and is requesting approval to continue the arrangement for the current fiscal year through a Cooperative Purchasing Agreement with the City of Yuma. The City of Yuma approved a contract with JSA on September 3, 2025, for an initial one-year term with the option to renew for four (4) additional one-year periods, subject to funding availability and satisfactory performance. Staff confirmed with the City of Yuma Finance Department that JSA's Contract No. RFQ25293 remains active through September 3, 2030.

She added that during the previous fiscal year, JSA successfully provided landscape maintenance for 16 improvement districts on the city's east side. Two (2) additional assessment districts have since been added, bringing the total to 18 districts requiring landscape maintenance. This would be the fourth year the city intends to partner with JSA for these services. JSA's services include weed control, tree trimming and maintenance, plant maintenance, irrigation maintenance, mowing, gravel maintenance, periodic raking, outfall maintenance, tree raising, spillway maintenance, and concrete blowing in designated areas.

Ms. Roldan noted that continuing with JSA allows the city to provide a higher level of maintenance and service to residents who pay for these services through their respective assessment districts and explained that the City of San Luis' own bidding process for these services is still underway. To remain in compliance with the city's procurement requirements while the process is completed, staff requested Council approval to continue using JSA under the City of Yuma's existing contract. The request would be processed under the cooperative purchasing provisions of City Code Section 3.05.090, since the City of Yuma has already completed the competitive procurement process. The requested approval would allow the city to continue landscape maintenance services for all 18 improvement districts until the city's own bidding process is completed and a vendor is selected.

Council Member Lizeth Servin discussed continuing landscape maintenance services with JSA while the city's competitive bidding process is underway.

Ms. Roula Encinas, Director of Finance, explained that staff began the bidding process through OpenGov and the request, not to exceed approximately \$472,000.00, would allow the city to continue processing payments for services rendered during the bidding process. If JSA is selected through the city's procurement process, services may continue; otherwise, another vendor will be selected.

Council Member Lizeth Servin also questioned the increase from approximately \$377,728.00 in the prior fiscal year to \$472,000.00 and asked how assessments are calculated. She emphasized the need to reduce costs to residents, noting that improvement district assessments are paid for by residents within those districts and are not funded through the General Fund. She discussed the possibility of combining contracted services with in-house Parks & Recreation staff to reduce costs and potentially improve staffing and compensation.

Ms. Encinas explained that assessments are based on factors including acreage, street lighting, water consumption.

Council Member Luis E. Cabrera asked whether it was because the townhomes' retention is done by someone else.

Mayor Nieves Riedel added that the amenities and everything else that is done are not covered by the city. The developer, the owner of the townhome, is responsible.

Mr. Jose Guzman, Director of Development Services, added that the townhomes are a private development and they create a Homeowners Associations (HOAs) responsible for certain amenities and landscaping.

Ms. Encinas offered to provide the City Council with a detailed breakdown of the assessment calculations and expenditures.

Ms. Jenny Torres, City Manager, stated that staff maintains a spreadsheet detailing expenditures by area, including water, materials, and other related costs. She indicated that the spreadsheet could be provided to the Council to provide a clearer breakdown of costs and how funding is calculated based on acreage. She also noted that staff time is allocated to these areas and included in the overall expenditures. She added that the detailed breakdown and formula would provide a better understanding of how the amounts are determined.

Mayor Nieves Riedel noted that retention basins vary in size and raised a technical question regarding tree maintenance and replacement. She stated that developers and the city currently use JSA for landscaping services and noted that the company provides a one-year guarantee to replace trees that die during that period. She asked if after the one-year warranty expires, is the city responsible for the cost of replacing any trees that die, potentially resulting in vacant spaces within the retention areas?

Mr. Alvaro Escalante, Parks Ground Manager, responded that once the warranty is over, the city is responsible for any vegetation that dies or needs replacement.

Ms. Roldan advised that Parks & Recreation is developing a long-term plan to convert improvement district areas to xeriscaping to reduce water and maintenance costs. Staff will also evaluate the appropriate balance between city staff and contracted services and expect to present the plan to the Council the following month.

Mayor Nieves Riedel asked for clarification regarding the fees charged to residents in new subdivisions. She noted that the fees are established pursuant to City Code and are based on a specific formula, rather than being arbitrarily determined, and asked whether the fees are subject to Council approval.

Mr. Guzman replied that when a subdivision is approved, an improvement district is established to maintain the improvements. He stated that each year, residents in the district are assessed a fee to cover the maintenance of those improvements. He clarified that impact fees are one-time fees collected at the time a permit is issued and are paid by the homeowner. He explained that the improvement district assessment is separate and is paid annually with property taxes to fund the maintenance of landscaping and retention areas.

MOTION: Council Member Esteban C. Rosales/Council Member Tadeo Azael De La Hoya to approve the contract with JSA Company for landscape maintenance services in the amount of \$472,506.00 under a Cooperative Purchase Agreement with the City of Yuma, 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
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. E. Discussion and possible action on any and all matters regarding the renovation of the Joe Orduño Park artificial turf soccer field and awarding Dave Bang the renovation project. (Angelica Roldan, Director of Parks and Recreation)

Ms. Angelica Roldan, Director of Parks & Recreation, explained that the Parks & Recreation Department installed an artificial turf field at Joe Orduño Park in June 2016. The field has been heavily utilized by the community for soccer games, practices, and other activities, resulting in significant wear and tear. Although the Department has performed maintenance and repairs over the past several years, the field now requires extensive renovation. Staff requested approval to proceed with Dave Bang Associates, Inc., a vendor with which the city has previously worked and which holds a state Cooperative Purchasing Contract. The vendor provided a quote of \$145,898.18 for the purchase and installation of new artificial turf and one (1) pair of soccer goals with anchor kits. The project was submitted as a potential Fiscal Year 2027 Capital Improvement project and was approved with a budget of \$146,000.00. The purchase would utilize the Mohave State Contract Cooperative Purchasing Agreement No. 24K-BG022, pursuant to City Code Section 3.05.090, Cooperative Purchasing. Ms. Roldan requested Mayor and Council approval to proceed with the purchase and installation.

Council asked about the warranty, project timeline, maintenance requirements, and rules for use of the renovated artificial turf field.

Ms. Roldan stated that the turf materials are expected to arrive 6–10 weeks after issuance of the purchase order, with turf installation taking approximately 10 days. Installation of soccer goals is expected to take one (1) to three (3) days. The project is tentatively anticipated to be completed by December. Staff will contact Day Bank Associates, Inc. to confirm the warranty terms and provide that information to Council.

Council Member Luis E. Cabrera asked how the Department will ensure users wear appropriate soccer cleats and follow proper procedures to protect the new turf.

Ms. Roldan explained that Parks & Recreation is developing facility-specific rules and regulations, using the City of Yuma's requirements as a reference. Staff will monitor games and reservations to ensure compliance.

Council Member Luis E. Cabrera also raised concerns regarding ongoing maintenance and the condition of the existing field.

Ms. Roldan explained that Dave Bang Associates will train Parks & Recreation staff on proper turf maintenance as part of the installation. Staff will monitor the turf after installation and may utilize the vendor for additional maintenance assistance if needed.

MOTION: Council Member Luis E. Cabrera/Council Member Esteban C. Rosales to approve the cooperative purchase and installation of artificial turf and soccer goals with anchor kits for the Joe Orduño Park, artificial turf soccer field in the amount of \$145,898.18, 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
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. F. Discussion and possible action on any and all matters regarding the engagement of engineering services with Core Engineering Group, PLLC, for the design of the Water & Sewer mains on US95. (Armando Esparza, Director of Economic Development and Tomas Sanchez, City Engineer)

Mr. Armando Esparza, Director of Economic Development, stated that the Economic Development and Engineering Departments are seeking City Council approval to accept a professional services proposal from Core Engineering Group for the design of a water and sewer infrastructure project along U.S. Highway 95. The design is the next phase of a federal Economic Development Administration (EDA) grant awarded to the city to expand water and sewer infrastructure. The city received approximately \$1.2 million in federal grant funding, with a local match bringing the total project budget to approximately \$1.7 million. The proposed scope includes the design of approximately 1.5 miles of water and sewer mains, crossings beneath U.S. Highway 95, and a new lift station connecting to the Piana Nonwoven property. The design is scheduled for completion by the end of 2026.

Staff requested City Council approval to accept Core Engineering Group's professional services proposal in the amount of \$93,558.00.

Council Member Luis E. Cabrera asked whether the city had gone out to bid for these types of engineering services, noting that the proposed contract amount was significant and expressing concern that the city not appear to favor one firm over other qualified companies.

Mr. Esparza explained that the city did not issue a separate request for bids because it maintains an on-call engineering list. The firm was selected from that list in coordination with the Engineering Department.

Mr. Tomas Sanchez, City Engineer, further clarified that Core Engineering was recommended because the project's preliminary and conceptual design work had previously been prepared by James Davey and Associates, which was subsequently acquired by Core Engineering. As a result, Core Engineering was already familiar with the project and had conceptual plans approximately 15% complete. He stated that both firms had been involved in the on-call process and that Core Engineering had submitted a proposal that staff reviewed through several iterations. Mr. Sanchez also indicated that the proposed pricing was considered reasonable given current market conditions, although the city was unable to negotiate the price.

Council Member Luis E. Cabrera stated that the clarification was important for the record, particularly given the level of interest in Core Engineering's ownership. He emphasized the importance of ensuring that the city does not appear to favor one company over another and acknowledged that, in this case, there was continuity from the prior project that supported the selection.

Council Member Tadeo Azael De La Hoya added, for the record, that the resolution authorizing Core Engineering, along with other engineering firms, was approved on March 24, 2021. He emphasized that the selection was not something staff initiated recently or developed overnight, but rather part of an established process through which the city has utilized the engineering firms identified in the resolution. He further clarified that the city's engineering firms are selected pursuant to the approved resolution, regardless of changes in ownership. The firms currently included in the city's engineering pool are Core Engineering, Dahl, EPS, James Davey, NEI, Kimley-Horn, and Pace Advanced Engineering. He stated that these firms are utilized regularly in accordance with the resolution and that the clarification was intended to provide additional context and transparency for the public record.

Mr. Sanchez clarified for the record that the city's on-call agreement for engineering and architectural services was originally approved in 2021 for a five-year term and expired in March 2026. He stated that, due to his workload, he had not yet completed the process of advertising and soliciting new firms. However, he noted that updating the on-call list and providing additional opportunities for other qualified firms to participate is on his to-do list.

MOTION: Council Member Esteban C. Cruz/Council Member Tadeo Azael De La Hoya to approve the contract with JSA Company for landscape maintenance services in the amount of \$472,506.00 under a cooperative purchase agreement with the City of Yuma, 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
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. G. Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Talin Toma on behalf of SuperStar Smoke & Vape #4, located at 541 N. Main Street, San Luis, Arizona. (Sonia Cornelio, City Clerk)

A. Staff and/or Applicant presentation

Mrs. Sonia Cornelio, City Clerk, explained that the item had previously been presented to the City Council at its regular meeting on July 8, 2026. However, it was subsequently discovered that the required public notice had been removed before the full 20-day posting period had been completed. As a result, the item was brought back before the City Council for consideration to ensure that all applicable public notice requirements were satisfied. She stated that the public notice and application were reposted at the proposed licensed premises for the required 20-day period. During that time, the City Clerk's Office did not receive any comments either in support of or in opposition to the application. Staff therefore recommended that the City Council approve the recommendation to the Arizona Department of Liquor Licenses and Control for the liquor license application as presented.

B. Open Public Hearing

Mayor Nieves Riedel opened the Public Hearing

C. Call to the public on this item

Ms. Talin Toma, owner of SuperStar Smoke & Vape #4, stated that the application and all required documentation had been submitted and that the request had previously been approved by the City Council. However, the item had to be brought back before the Council because the required 20-day public notice period had not been completed at the time of the original approval.

Mayor Nieves Riedel apologized on behalf of city staff and explained that the issue was an honest oversight. She noted that although such errors are uncommon, mistakes can happen, and Mrs. Cornelio, City Clerk, promptly addressed the matter and took the necessary steps to correct it. The Mayor emphasized that there was no ill intent involved and thanked the applicant for opening a business in the downtown area, noting that it has been a positive contribution to the community.

Mr. James Allen Jr., 1549 E. Babbit Lane, San Luis, AZ, expressed concerns about the relationship between the proposed business, which involves vaping and tobacco products, and the sale or consumption of alcohol. He questioned how the business's location might affect nearby children, residents, and pedestrians. He requested a diagram or map showing the business's exact location and its proximity to areas where citizens and children may regularly travel. He also raised concerns about potential public safety issues, including the possibility of customers consuming alcohol and then driving or creating a public nuisance after leaving the establishment. Mr. Allen emphasized that the business's location should be carefully considered, particularly given its nature and potential impact on surrounding residents and the community.

Mr. Joe Estes, City Attorney, responded that the proposed business is located at 541 Main Street, directly on Main Street and across from or near the McDonald's.

Ms. Toma added that the business is located next to the duty-free store. She stated that, if the liquor license is approved, all employees will receive training on applicable regulations, including proper identification checks and responsible alcohol service. Employees will also be educated on preventing underage drinking and the risks associated with alcohol and tobacco products. She further stated that employees will check identification for customers who appear to be 40 or younger and verify that the identification matches the individual presenting it. Ms. Toma emphasized that she is strongly opposed to underage drinking and tobacco use by minors and will ensure that all employees follow the required protocols and procedures.

Mayor Nieves Riedel noted that the business would be subject to unannounced inspections by the State and emphasized the importance of complying with all applicable regulations. She also cited the requirement that the establishment be located at least 300 feet from a school and asked Mrs. Cornelio, City Clerk, to confirm it. Mrs. Cornelio confirmed that the 300-foot distance requirement applies.

Ms. Toma added that the store would be divided into separate areas, with a designated section for customers 21 and older and another area for younger customers featuring chips, snacks, and non-alcoholic beverages. Customers would be restricted to their designated areas.

The Mayor commended Ms. Toma for taking this additional step, noting that it was not legally required but demonstrated a commitment to the community.

D. Close Public Hearing

Mayor Nieves Riedel closed the Public Hearing

E. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for SuperStar Smoke & Vape #4

MOTION: Council Member Luis E. Cabrera/Vice Mayor Javier Vargas to recommend approval of the liquor license application to the Arizona Department of Liquor Licenses and Control for SuperStar Smoke & Vape #4, 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
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Aye

7. H. Public Hearing followed by discussion and possible action on any and all matters regarding Rezoning Case No. 2026-0307 - State Land Rezoning and Ordinance No. 486. 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 approximately 29.8 acres from Neighborhood Commercial (C-1) to Community Commercial (C-2) on properties located on Cesar Chavez Boulevard between 4th and 6th Avenue; repealing any conflicting provisions; and providing for severability. (Juan Tejeda, Acting Assistant Director of Development Services)

Mayor Nieves Riedel declared a conflict of interest on this item.

A. Staff presentation

Mr. Juan Tejeda, Acting Assistant Director of Development Services, explained that the City of San Luis is requesting a rezoning of four (4) state-owned parcels located on Cesar Chavez Boulevard between 4th Avenue and 6th Avenue. The proposed zoning change is from Neighborhood Commercial (C-1) to Community Commercial (C-2). He explained that the rezoning would not eliminate or restrict any existing or permitted uses. Instead, it would provide a broader range of permitted uses, as all C-1 uses are also permitted under C-2 zoning. The proposed rezoning is intended to support economic development along the commercial corridor, provide greater flexibility for future development, and align the properties with existing development to the east and west, as well as anticipated development in the area.

Mr. Armando Esparza, Director of Economic Development, explained that the city is working with the State Land Department to prepare approximately 40 acres of state-owned land along Cesar Chavez Boulevard for auction and future development. A retail study found approximately \$55 million in annual retail leakage, meaning residents are spending money outside San Luis, with the potential to generate an estimated \$3.2 million in additional sales tax revenue if more spending is captured locally. To encourage development, the city is proposing to rezone the property from C-1 to C-2, providing developers with greater flexibility. The city is also working on required studies and conceptual plans, with the auction expected to occur within approximately 8 to 12 months.

B. Open Public Hearing

Mayor Nieves Riedel opened the Public Hearing.

C. Call to the Public on this item

Council Member Esteban C. Rosales expressed support for the proposed zoning change, noting that the city has been working on the project for several years. He stated that the timing was positive and expressed hope that the change would encourage more businesses to invest and develop in the area.

Council Member Luis E. Cabrera thanked staff for their proactive efforts to support the city's continued growth. He emphasized the need for additional businesses as new homes and apartment complexes are developed in the community. He also highlighted the significant amount of retail revenue currently being lost outside the city and commended staff for completing the necessary research and working with the State to make the properties more attractive and accessible to potential investors. He noted that the city's efforts could make the development process easier for future businesses by completing much of the preliminary work and navigating the State's requirements in advance.

D. Close Public Hearing

Mayor Nieves Riedel closed the Public Hearing.

E. Action on Ordinance No. 486 by title only

MOTION: Council Member Esteban C. Rosales/Council Member Tadeo Azael De La Hoya to approve the Reading of Ordinance No. 486 by title only. The motion passed with five (5) Ayes and one (1) Abstention by Mayor Nieves Riedel.

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
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Abstained

Mrs. Sonia Cornelio, City Clerk, read Ordinance No. 486 by title only.

F. Action on Ordinance No. 486

MOTION: Council Member Tadeo Azael De La Hoya/Vice Mayor Javier Vargas to approve and adopt Ordinance No. 486. The motion passed with five (5) Ayes and one (1) Abstention by Mayor Nieves Riedel.

Mr. Joe Estes, City Attorney, recommended that a roll call be done since this is an Ordinance. Ordinances are for the city, and it is always recommended that the City Council do so by roll call to ensure a clear record of the vote on passage.

A roll call vote was requested by Mayor Nieves Riedel; the Mayor and the City Council voted.

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
Vice Mayor Javier Vargas	Aye
Mayor Nieves Riedel	Abstained

7. I. 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. (ITEM CONTINUED FROM THE REGULAR COUNCIL MEETING HELD ON MAY 13, 2026). (Jose A. Guzman, Director of Development Services)

Mayor Nieves Riedel declared a conflict of interest on this item.

A. Staff presentation

Mr. Jose Guzman, Director of Development Services, explained that Edais Engineering, on behalf of the property owner, is requesting a minor General Plan amendment and rezoning of five (5) lots within the Colibri Commercial Subdivision to allow for a proposed 64-unit townhouse development in a private, gated community. He explained that the General Plan Amendment is needed to allow the rezoning, which would permit the proposed townhomes. The project will still need to go through the city's subdivision process and comply with all applicable regulations. Staff determined that the proposed development is consistent with the General Plan because it supports orderly growth, efficient use of infrastructure, and a variety of housing options. The Planning and Zoning Commission and staff both recommended approval of the minor amendment and Resolution No. 2394. Mr. Guzman also noted that the city received written opposition to the proposal, which was included in the staff report.

B. Open Public Hearing

Vice Mayor Javier Vargas opened the Public Hearing.

C. Call to the Public on this item

Mr. Najeh Edais of Edais Engineering, the project engineer, stated that he was present to answer any questions the City Council might have regarding the proposed project.

D. Close Public Hearing

Vice Mayor Javier Vargas closed the Public Hearing.

E. Action on Resolution No. 2397

MOTION: Council Member Tadeo Azael De La Hoya/Council Member Esteban C. Rosales to approve and adopt Resolution No. 2397. The motion did not pass with two (2) Aye votes and three (3) Nay votes by Vice Mayor Javier Vargas, Council Member Luis E. Cabrera and Council Member Lizeth Servin and one (1) Abstention by Mayor Nieves Riedel.

A roll call vote was requested by Vice Mayor Javier Vargas; the Vice Mayor and the City Council voted.

The vote was as follows:

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

Mayor Nieves Riedel

Abstained

7. J. 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. (ITEM CONTINUED FROM THE REGULAR COUNCIL MEETING HELD MAY 13, 2026)(Jose A. Guzman, Director of Development Services)

A. Staff presentation

Mr. Jose Guzman, Director of Development Services, explained that because the previous related item was not approved, this item could not move forward.

Mr. Joe Estes, City Attorney, clarified that this item was contingent upon approval of the minor General Plan amendment. Since the previous item was not approved, the required amendment failed, making this item moot. Therefore, the City Council could not consider the rezoning request at this time.

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

Council Member Luis E. Cabrera welcomed the community back to school and noted that the Gadsden School District had started the new school year. He encouraged drivers to remain vigilant around schools, watch for children walking and bicycling, obey school zones, and avoid speeding. He emphasized the importance of keeping children safe and wished everyone a successful 2026–2027 school year.

Council Member Esteban C. Rosales reported on a recent trip to Mexicali with the Greater Yuma Economic Development Corporation (GYDC), where a partnership agreement was signed with the Mexicali Economic Development Corporation to promote business growth in the region. He highlighted tours of major manufacturing companies and emphasized the opportunity for Mexicali and Yuma County to work together to attract businesses and strengthen economic development.

Council Member Lizeth Servin reported on several recent community events, including the ribbon cutting for the new transfer station, Sunset Health, new birthing center at Avenue F, the Conversations with Council, the Cocopah Indian Tribe swearing-in ceremony, and the Fuerza Local graduation. She also highlighted improvements at the local post office, including additional mailboxes and services.

Ms. Jenny Torres, City Manager, reported that the city is working on a proposal to expand residential mail delivery and plans to pursue discussions with federal postal officials in Washington, D.C.

Council Member Lizeth Servin noted that the city has advocated for home mail delivery for more than a decade and that, as the community continues to grow, the need for expanded postal services has become increasingly urgent.

9. ADJOURNMENT

Mayor Nieves Riedel adjourned the Regular Council meeting at approximately 7:25 p.m.

APPROVED:

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the Minutes of the Regular City Council meeting of the City Council of the City of San Luis, Arizona, held on August 12, 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: 09/09/2026

Summary

DISBURSEMENTS

From August 19, 2026 to September 1, 2026

Total \$2,531,013.83 (Two Million, Five Hundred Thirty-One Thousand, Thirteen Dollars and Eighty-Three Cents)

Attachments

Disbursements



City of San Luis

Finance Department

COUNCIL MEETING SEPTEMBER 09, 2026 Disbursement Report from 08/19/2026 TO 09/01/2026

<u>Bank Accounts</u>	<u>Check Date</u>	<u>Amount</u>	<u>Schedule</u>
Accounts Payable Check Account	08/21/2026	\$ 1,177,090.84	Schedule A
Payroll Check Account	08/27/2026	\$ 649,956.80	Schedule B
Accounts Payable Check Account	08/28/2026	\$ 703,966.19	Schedule C

Total Disbursements: \$ 2,531,013.83 -

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

RECEIVED

SEP 2 2026

CITY CLERK'S OFFICE

Prepared by Guadalupe Canez: _____

Verified by Finance: _____

For Council approval on: _____

Mayor: _____

Council: _____

Payment Register

From Payment Date: 8/17/2026 - To Payment Date: 8/21/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
116144	08/20/2026	Open			Accounts Payable	ADOT MVD	\$0.33		
116145	08/20/2026	Open			Accounts Payable	AMERICAN SIGNAL COMPANY	\$416.00		
116146	08/20/2026	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$165.00		
116147	08/20/2026	Open			Accounts Payable	ARCOS, HUMBERTO	\$49.00		
116148	08/20/2026	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$300.60		
116149	08/20/2026	Open			Accounts Payable	ARIZONA AMBULANCE ASSOCIATION	\$1,674.62		
116150	08/20/2026	Open			Accounts Payable	ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY	\$1,423.46		
116151	08/20/2026	Open			Accounts Payable	ARIZONA DEPARTMENT OF PUBLIC SAFETY	\$6.33		
116152	08/20/2026	Open			Accounts Payable	AT&T MOBILITY LLC	\$5,622.40		
116153	08/20/2026	Open			Accounts Payable	BALLESTEROS, BRIAN	\$30.00		
116154	08/20/2026	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$2,857.41		
116155	08/20/2026	Open			Accounts Payable	CASTILLO'S SOUTHWEST TOWING LLC.	\$195.00		
116156	08/20/2026	Open			Accounts Payable	CELLEBRITE INC.	\$15,441.54		
116157	08/20/2026	Open			Accounts Payable	CHAVEZ BARRIOS, KARINA	\$50.00		
116158	08/20/2026	Open			Accounts Payable	DAVE BANG ASSOC. INC.	\$3,086.63		
116159	08/20/2026	Open			Accounts Payable	DP TRADING INC	\$849.00		
116160	08/20/2026	Open			Accounts Payable	EMPIRE MACHINERY	\$2,141.49		
116161	08/20/2026	Open			Accounts Payable	FACTOR SALES, INC.	\$275.67		
116162	08/20/2026	Open			Accounts Payable	FLORES, GILBERTO	\$1,200.00		
116163	08/20/2026	Open			Accounts Payable	GADSDEN ELEMENTARY SCHOOL	\$2,100.00		
116164	08/20/2026	Open			Accounts Payable	GALVAN, AURELIO, JR	\$209.00		
116165	08/20/2026	Open			Accounts Payable	GAMMAGE & BURNHAM, PLC	\$1,425.00		
116166	08/20/2026	Open			Accounts Payable	GEOTECHNICAL TESTING SERVICES INC	\$8,800.00		
116167	08/20/2026	Open			Accounts Payable	GLENDALE PARADE STORE, LLC	\$573.49		
116168	08/20/2026	Open			Accounts Payable	HD SUPPLY, INC.	\$123.82		
116169	08/20/2026	Open			Accounts Payable	HONEYWELL INTERNATIONAL INC.	\$262,969.34		
116170	08/20/2026	Open			Accounts Payable	LAS MACHAS DE LA HEIDY	\$138.39		
116171	08/20/2026	Open			Accounts Payable	LOPEZ CAMARGO, FABIOLA	\$324.00		
116172	08/20/2026	Open			Accounts Payable	MALDONADO, JOSE, ANTONIO	\$36.00		
116173	08/20/2026	Open			Accounts Payable	MILLER, DAMIAN	\$300.00		
116174	08/20/2026	Open			Accounts Payable	MOETIVATIONS, INC.	\$825.00		
116175	08/20/2026	Open			Accounts Payable	NUNEZ, ENRIQUE	\$209.00		
116176	08/20/2026	Open			Accounts Payable	ON TIME TELECOM, INC.	\$432.96		
116177	08/20/2026	Open			Accounts Payable	PALADIN DRONES, INC	\$85,000.00		
116178	08/20/2026	Open			Accounts Payable	PARRA, JESUS	\$50.00		
116179	08/20/2026	Open			Accounts Payable	PATINO, MARTIN	\$1,119.32		
116180	08/20/2026	Open			Accounts Payable	PIERCE COLEMAN PLLC	\$22,983.87		
116181	08/20/2026	Open			Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	\$236.96		
116182	08/20/2026	Open			Accounts Payable	PITNEY BOWES INC.	\$113.01		
116183	08/20/2026	Open			Accounts Payable	POOLWEB, LLC	\$649.85		
116184	08/20/2026	Open			Accounts Payable	PRADO GOMEZ, JORGE, A	\$8.67		
116185	08/20/2026	Open			Accounts Payable	PRECISION UNIFORMS LLC	\$311.99		

SCHEDULE A

City of San Luis
Payment Register

From Payment Date: 8/17/2026 - To Payment Date: 8/21/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
116186	08/20/2026	Open			Accounts Payable	PRIMA-AZ	\$425.00		
116187	08/20/2026	Open			Accounts Payable	RALEY'S HOLDING COMPANY	\$828.68		
116188	08/20/2026	Open			Accounts Payable	RODRIGUEZ, RICKY	\$29.18		
116189	08/20/2026	Open			Accounts Payable	SALINAS, PATRICIA	\$50.00		
116190	08/20/2026	Open			Accounts Payable	SANDS MOTOR COMPANY	\$40,000.00		
116191	08/20/2026	Open			Accounts Payable	SECRETARY OF STATE	\$43.00		
116192	08/20/2026	Open			Accounts Payable	SERVIN, LIZETH	\$293.10		
116193	08/20/2026	Open			Accounts Payable	SHUCK DRILLING COMPANY LLC	\$26,096.11		
116194	08/20/2026	Open			Accounts Payable	SKILL PATH SEMINARS	\$220.31		
116195	08/20/2026	Open			Accounts Payable	TAFOYA, DANIEL	\$209.00		
116196	08/20/2026	Open			Accounts Payable	THE BEST TAQUITO LLC.	\$227.35		
116197	08/20/2026	Open			Accounts Payable	TYLER TECHNOLOGIES, INC.	\$277.89		
116198	08/20/2026	Open			Accounts Payable	VILLEGAS MORALES, ANA, PATRICIA	\$25.00		
116199	08/20/2026	Open			Accounts Payable	WAL-MART	\$100.00		
116200	08/20/2026	Open			Accounts Payable	YUMA COUNTY CHAMBER	\$100.00		
116201	08/20/2026	Open			Accounts Payable	YUMA WINLECTRIC CO.	\$471.20		
116202	08/20/2026	Open			Accounts Payable	KEYENCE CORP. OF AMERICA	\$7,305.67		
116203	08/21/2026	Open			Accounts Payable	AQUADEI L.L.C.	\$465.70		
116204	08/21/2026	Open			Accounts Payable	STANDARD INSURANCE CO.	\$41,469.70		
116205	08/21/2026	Open			Accounts Payable	STUDIO CERO NUEVE DESIGNS	\$1,859.76		
Type Check Totals:							\$545,220.80		
62 Transactions									
EFT									
10256	08/17/2026	Open			Accounts Payable	CITY OF SAN LUIS EMPLOYEE BENEFIT TRUST	\$420,439.77		
10257	08/20/2026	Open			Accounts Payable	AIRGAS, INC.	\$903.43		
10258	08/20/2026	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$577.02		
10259	08/20/2026	Open			Accounts Payable	ANALYTICAL & PRECISION BALANCE	\$680.00		
10260	08/20/2026	Open			Accounts Payable	ANIMAL CARE EQUIPMENT AND SERVICES	\$596.01		
10261	08/20/2026	Open			Accounts Payable	ARIZONA MUNICIPAL RISK RETENTION POOL P&C	\$1,000.00		
10262	08/20/2026	Open			Accounts Payable	CDWG	\$1,412.31		
10263	08/20/2026	Open			Accounts Payable	CONSULTANT ENGINEERING INC	\$1,801.51		
10264	08/20/2026	Open			Accounts Payable	CUEVAS, CHRISTIAN	\$87.50		
10265	08/20/2026	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$145.50		
10266	08/20/2026	Open			Accounts Payable	DESERT WATER STORE INC	\$79.69		
10267	08/20/2026	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$400.00		
10268	08/20/2026	Open			Accounts Payable	JSA COMPANY	\$58,208.00		
10269	08/20/2026	Open			Accounts Payable	KEITHLY-WILLIAMS SEED, INC.	\$656.25		
10270	08/20/2026	Open			Accounts Payable	KTL&C, LLC.	\$670.95		
10271	08/20/2026	Open			Accounts Payable	MCNEECE BROS. OIL COMPANY, INC	\$62,659.82		
10272	08/20/2026	Open			Accounts Payable	MES SERVICE COMPANY, LLC	\$4,234.73		
10273	08/20/2026	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$2,813.35		
10274	08/20/2026	Open			Accounts Payable	PENN NEON SIGN CO., INC.	\$3,550.49		
10275	08/20/2026	Open			Accounts Payable	POLAR ICE LLC	\$188.21		
10276	08/20/2026	Open			Accounts Payable	R&M ELECTRIC SUPPLY LLC	\$472.78		
10277	08/20/2026	Open			Accounts Payable	R.D. OFFUTT COMPANY	\$242.20		

Payment Register

From Payment Date: 8/17/2026 - To Payment Date: 8/21/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
10278	08/20/2026	Open			Accounts Payable	REFINE LEGAL PLLC	\$30,000.00		
10279	08/20/2026	Open			Accounts Payable	RON TURLEY ASSOCIATES INC.	\$3,079.99		
10280	08/20/2026	Open			Accounts Payable	SANFORD, JAMES	\$3,917.26		
10281	08/20/2026	Open			Accounts Payable	SIMS MACKIN, LTD.	\$1,055.00		
10282	08/20/2026	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$396.24		
10283	08/20/2026	Open			Accounts Payable	SOUTHWEST SANITATION SERVICES, LLC	\$1,953.81		
10284	08/20/2026	Open			Accounts Payable	SPECTRUM BUSINESS	\$6,800.61		
10285	08/20/2026	Open			Accounts Payable	STRONG, CAMERON, T	\$720.00		
10286	08/20/2026	Open			Accounts Payable	SUN RENTAL AND SALES INC.	\$1,198.36		
10287	08/20/2026	Open			Accounts Payable	THOMSON WEST PUBLISHING CO.	\$3,157.30		
10288	08/20/2026	Open			Accounts Payable	ULINE, INC.	\$752.54		
10289	08/20/2026	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$901.59		
10290	08/20/2026	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$2,107.20		
10291	08/20/2026	Open			Accounts Payable	WILLDAN FINANCIAL SERVICES	\$10,680.00		
10292	08/20/2026	Open			Accounts Payable	YUMA CO. AIRPORT AUTHORITY INC	\$167.79		
10293	08/20/2026	Open			Accounts Payable	YUMA COUNTY TREASURER'S OFFICE	\$183.93		
10294	08/20/2026	Open			Accounts Payable	YUMA REGIONAL MEDICAL CENTER	\$1,995.08		
10295	08/20/2026	Open			Accounts Payable	YUMA SIGN MASTERS LLC	\$185.93		
10296	08/20/2026	Open			Accounts Payable	ZOLL MEDICAL CORP	\$797.89		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals							\$631,870.04		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	62	\$545,220.80	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	62	\$545,220.80	\$0.00

Payment Register

From Payment Date: 8/17/2026 - To Payment Date: 8/21/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EFTs									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		41		\$631,870.04		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Total		41		\$631,870.04		\$0.00	
All									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		103		\$1,177,090.84		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		103		\$1,177,090.84		\$0.00	
Grand Totals:									
Checks									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		62		\$545,220.80		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		62		\$545,220.80		\$0.00	
EFTs									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		41		\$631,870.04		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Total		41		\$631,870.04		\$0.00	
All									
		Status		Count		Transaction Amount		Reconciled Amount	
		Open		103		\$1,177,090.84		\$0.00	
		Reconciled		0		\$0.00		\$0.00	
		Voided		0		\$0.00		\$0.00	
		Stopped		0		\$0.00		\$0.00	
		Total		103		\$1,177,090.84 ✓		\$0.00	

Guadalupe Canez



Pay Day Register

Pay Date Range 08/08/26 - 08/21/26

Pay Batch 202618

Pay Batch 202618 Total

Employees in Pay Batch 360

Female Employees in Pay Batch 99

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Gross Base
100 - REGULAR	26,756.7500	739,565.63	Gross	942,790.63	ASRS ALTERNATE	639.36 6,765.70
1001 - LEAVE WITHOUT PAY	88.5400	.00	Imputed Income		AZ STATE RETIREMENT	60,028.33 505,714.38
1007 - ON CALL WORKED HOURS	22.0000	524.39	FEDERAL TAX WITHHOLDING	57,100.53	DENTAL = FAMILY	417.90 .00
1009 - PART TIME	745.7500	12,021.69	SOCIAL SECURITY TAX	58,453.19	LONG TERM DISABILITY	556.33 505,714.38
1010 - PART TIME FIREFIGHTERS	72.2500	1,638.86	MEDICARE	13,670.56	MEDICAL MEX ONLY - EE &	2,785.20 .00
1012 - LEAVE WITH PAY	20.0000	1,019.00	STATE WITHHOLDING	17,057.25	MEDICAL MEX ONLY - EE &	13,014.72 .00
201 - OVERTIME	2,043.7500	82,659.75	24-7 GET FIT- GYM	1,512.00	MEDICAL MEX ONLY - EE &	3,899.28 .00
202 - OP STONE GARDEN- O.T.	581.0000	30,672.73	AM. FIDELITY - HEALTH FSA	190.84	MEDICAL MEX ONLY - EE ONLY	5,269.60 .00
2023 - FMLA - SICK LEAVE	81.2800	2,086.67	AM. FIDELITY- ACCIDENT-POST	25.01	MEX & US HEALTH = EE	65,280.86 .00
2024 - FMLA - VACATION LEAVE	81.2200	2,364.64	AM. FIDELITY- ACCIDENT-PRE	482.20	MEX ONLY DENTAL - EE &	128.16 .00
2036 - MARSHALS OT	23.0000	1,076.06	AM. FIDELITY- CANCER-POST	38.70	MEX ONLY DENTAL - EE &	370.11 .00
210 - SRO	247.5000	8,107.88	AM. FIDELITY- CANCER-PRE TAX	146.90	MEX ONLY DENTAL - EE &	170.88 .00
300 - VACATION EARNED	1,439.4900	.00	AM. FIDELITY- GCI -POST TAX	65.20	MEX ONLY DENTAL - EE ONLY	244.20 .00
301 - VACATION USED	702.6200	22,938.51	AM. FIDELITY- GHI- PRE TAX	244.28	PSPRS - ALTERNATE	290.18 3,627.31
400 - SICK EARNED	1,478.7900	.00	AM. FIDELITY- LIFE -POST TAX	382.36	PSPRS FIRE DB NORM - TIER 1	12,297.05 97,673.30
405 - SCHEDULED SICK LEAVE	339.0250	10,297.44	AM. FIDELITY- TX LIFE -POST	184.69	PSPRS FIRE DB NORM - TIER 2	984.16 7,817.04
406 - UNSCHEDULED SICK LEAVE	617.0600	16,857.57	AZ COPS - SLPD	595.00	PSPRS FIRE DB NORM - TIER 3	10,521.51 121,495.31
501 - WC PUBLIC SAFETY USED	46.5000	901.64	AZ STATE RETIREMENT	60,028.33	PSPRS FIRE DB UNFUND - TIER	1,709.28 97,673.30
503 - STAND-BY PAY	892.0000	1,784.00	BORDER GYM - GYM	275.00	PSPRS FIRE DB UNFUND - TIER	136.80 7,817.04
703 - FIRE HOLIDAY USED	8.0000	194.08	CHILD SUPPORT 2	383.63	PSPRS FIRE DB UNFUND - TIER	2,460.19 122,396.95
808 - TAXABLE TRAVEL	.0000	49.00	DEFERRED COMP - ROTH	1,450.00	PSPRS POLICE DB NORM - TIER	5,331.69 58,525.67
809 - RETRO PAY	98.2737	3,826.13	DEFERRED COMP - ROTH	241.93	PSPRS POLICE DB NORM - TIER	1,053.33 11,562.36
900 - COMPENSATION EARNED	7.0000	.00	DEFERRED COMPENSATION	2,730.00	PSPRS POLICE DB NORM - TIER	7,607.55 87,847.24
901 - COMPENSATION USED	35.2500	768.96	DEFERRED COMPENSATION	1,916.57	PSPRS POLICE DB UNFUND -	2,797.53 58,525.67
923 - BORDER FITNESS - GYM	.0000	275.00	FOP/ALC	510.00	PSPRS POLICE DB UNFUND -	552.68 11,562.36
932 - 24-7 GET FIT - GYM	.0000	1,512.00	GARNISHMENT - CHILD	2,044.00	PSPRS POLICE DB UNFUND -	4,445.08 87,847.24
965 - PD - STAND-BY PAY	.0000	1,295.00	IAFF- FIRE DEPT	1,595.00	STANDARD LIFE	3,198.02 .00
967 - FD - SPECIAL ASSIGNEMNT	177.0000	354.00	LEGAL SHIELD	49.83	STANDARD LTD	2,219.90 409,876.75
Total	36,604.0487	\$942,790.63	LONG TERM DISABILITY	556.33	STANDARD STD	5,022.32 .00
			MANHATTANLIFE ASSURANCE	96.51	U.S. MEX DENTAL - EE &	334.74 .00
			MEX ONLY DENTAL - EE &	164.88	U.S. MEX DENTAL - EE &	111.58 .00
			MEX ONLY DENTAL - EE &	476.19	US & MEX DENTAL - EE	3,082.56 .00
			MEX ONLY DENTAL - EE &	219.84	US & MEX HEALTH = C	27,519.48 .00
			MEX ONLY HEALTH - EE & CH	685.90	US & MEX HEALTH = FAMILY	32,742.08 .00
			MEX ONLY HEALTH = S	585.55	US & MEX HEALTH = SP	8,408.73 .00
			MEXICO ONLY HEALTH - EE &	3,204.80	VISION - SINGLE	1,263.18 .00
			MEXICO ONLY HEALTH - EE &	960.26	VSP- VISION	551.25 .00
			MISCELLANEOUS	828.33	WC PSPRS 17.32	156.16 901.64
			PAC FUND- FIRE DEPT.	151.00	Total	\$287,601.96

Pay Day Register

Pay Date Range 08/08/26 - 08/21/26

Pay Batch 202618

PS DEFERRED COMP - ROTH	1,192.50	.00	Employer Taxes	Gross Base
PS DEFERRED COMP - ROTH	848.11	21,568.40	MEDICARE	13,670.56 942,790.63
PS DEFERRED COMP TIAA -	1,048.66	19,771.04	SOCIAL SECURITY TAX	58,453.19 942,790.63
PS DEFERRED COMPENSATION	1,972.00	.00	SUTA/UNEMPLOYMENT	5,413.83 902,299.33
PSPRS FIRE DB RATE - TIER 1a	5,921.49	77,405.25	Total	\$77,537.58
PSPRS FIRE DB RATE - TIER 1b	1,550.50	20,268.05		
PSPRS FIRE DB RATE - TIER 2	598.01	7,817.04	Workers' Comp	Gross Base
PSPRS FIRE DB RATE - TIER 3	10,521.51	121,495.31	Ambulance EMT Search &	4,901.27 103,184.03
PSPRS POLICE DB RATE - TIER	2,698.45	35,273.86	ANIMAL CONTROL OFFICERS	98.33 4,370.55
PSPRS POLICE DB RATE - TIER	1,778.77	23,251.81	ATTORNEY- ALL & CLERICAL-	48.93 22,237.93
PSPRS POLICE DB RATE - TIER 2	884.52	11,562.36	AUTO SERVICE/ REPAIR	358.32 12,843.00
PSPRS POLICE DB RATE - TIER 3	7,607.55	87,847.24	BUILDING- NOC OPER BY	1,129.15 31,191.99
STANDARD LIFE ADDTNL	791.80	.00	BUS COMPANY AND DRIVERS	90.70 1,643.20
TRANSWESTERN MEXICAN	95.00	.00	CLERICAL OFFICE/ LIBRARY/	512.81 213,650.54
U.S. MEX DENTAL - EE &	431.13	.00	Electrician	79.68 2,537.60
U.S. MEX DENTAL - EE &	143.71	.00	FIREFIGHTERS & DRIVERS	6,422.12 135,202.81
UNITED WAY	14.00	.00	GARBAGE/ ASH/ REFUSE	602.06 9,632.99
US & MEX DENTAL= FAMILY	538.02	.00	Homemaker Service	47.74 2,085.00
US & MEX HEALTH = C	6,776.64	.00	Motion Picture Production	18.41 2,832.44
US & MEX HEALTH = FAMILY	8,062.60	.00	MUNICIPAL/ TOWN/	1,068.94 61,082.38
US & MEX HEALTH = S	7,253.78	.00	PARKS- NOC ALL EMPLOYEES	947.19 30,554.36
US & MEX HEALTH = SP	2,070.64	.00	POLICE OFFICERS	8,772.55 184,684.49
VSP - VISION CHILDREN	216.07	.00	RECREATION- ALL EMPLOYEES/	270.25 19,724.54
VSP - VISION FAMILY	355.47	.00	SEWAGE DISPOSAL/ PLANT	1,501.53 43,649.50
VSP - VISION SPOUSE	160.31	.00	Street or Road Construction	3,001.30 33,989.71
Net	\$649,956.80	✓	WATERWORKS OPERATIONS	960.96 27,693.57
			Total	\$30,832.24
			Direct Deposits	Amount
			1st Bank Yuma	41,572.23
			ACADEMY BANK	2,480.39
			Ally Bank	1,654.74
			AVENIR FINANCIAL	58,338.19
			Bank of America	3,081.12
			Bankcorp	2,253.52
			BANKCORP BANK	2,053.86
			CAPITAL ONE	2,385.11
			Charles Sch	350.00
			Chase Bank	299,907.55
			CHASE BANK CA	2,872.79
			CHASE BANK MORGAN	2,368.05
			CHASE BANK TX	1,500.00

Handwritten: #Genarius 8/27/2026



Pay Day Register

Pay Date Range 08/08/26 - 08/21/26
Pay Batch 202618

chase centro	2,280.63
Cross River Bank	328.24
discover	750.00
EVOLVE BANK AND TRUST	169.68
FF CREDIT UNION	3,208.78
FIDELITY	428.81
FIREFIGHTER FIRST CREDIT UNION	21,765.71
HUGHES FCU	3,124.42
MECHNICS BANK	289.71
National Bank	1,327.70
National Police FCU	400.00
Navy Federal	39,155.95
NBKC Bank - Acorns	984.72
NetSpend Corporation DD	120.00
One Pay	600.00
OneAZ Credit Union	3,635.52
PATHWARD	2,094.55
SOFI BANK	2,539.96
Sunbank	1,713.46
THE FOOTHILLS BANK	2,849.56
US Bank	1,690.74
USAA FEDERAL SAVING	4,748.63
VANTAGE WEST	2,385.31
WASHINGTON FEDERAL	1,484.90
Wells Fargo	119,862.30
WELLS FARGO ARKANSAS	2,002.99
WELLS FARGO CA	8,033.69
WELLS FARGO CALE	1,163.29
Total	<u>\$649,956.80</u>
Check	\$0.00

Payment Register

From Payment Date: 8/24/2026 - To Payment Date: 8/28/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
1BYPAYABLE - 1st BY Accounts Payable									
Check									
116206	08/26/2026	Open			Utility Management Refund	AGUILAR , IRIHANA	\$31.58		
116207	08/26/2026	Open			Utility Management Refund	ALVAREZ, RODOLFO & LUZ QUEZADA	\$182.02		
116208	08/26/2026	Open			Utility Management Refund	CASTORENA, ALBERTO	\$193.55		
116209	08/26/2026	Open			Utility Management Refund	CONTRERAS , MARIA , E	\$321.73		
116210	08/26/2026	Open			Utility Management Refund	ESCOBAR, CESAR & DORELY LOPEZ	\$207.99		
116211	08/26/2026	Open			Utility Management Refund	ESCOBEDO VICTOR & DURAN GABRIELA	\$102.57		
116212	08/26/2026	Open			Utility Management Refund	ESPINOZA CORRAL, SABINO	\$243.81		
116213	08/26/2026	Open			Utility Management Refund	GALARZA, ANDREA, S	\$6.74		
116214	08/26/2026	Open			Utility Management Refund	GALVAN MEJIA, BIANEY, A	\$25.94		
116215	08/26/2026	Open			Utility Management Refund	GERARDO SERRATO, SILVIA	\$189.16		
116216	08/26/2026	Open			Utility Management Refund	HERNANDEZ, ANGELICA & SANTIAGO ZAMBRANO	\$187.08		
116217	08/26/2026	Open			Utility Management Refund	HERNANDEZ, CLAUDIA & ABEL	\$292.85		
116218	08/26/2026	Open			Utility Management Refund	IBARRA, JESUS & CECILIA LIRA	\$229.70		
116219	08/26/2026	Open			Utility Management Refund	LARA, JOSE F & MARIA G SANCHEZ	\$274.82		
116220	08/26/2026	Open			Utility Management Refund	MENDEZ, JOSE	\$215.21		
116221	08/26/2026	Open			Utility Management Refund	MERCADO SERRANO , MYRNA	\$114.19		
116222	08/26/2026	Open			Utility Management Refund	MUNOZ , CHRISTIAN	\$204.38		
116223	08/26/2026	Open			Utility Management Refund	MUNOZ, OMAR	\$22.43		
116224	08/26/2026	Open			Utility Management Refund	PEREZ ARMENTA , YASMIN , Y	\$186.48		
116225	08/26/2026	Open			Utility Management Refund	RAMOS, DANIEL	\$57.28		
116226	08/26/2026	Open			Utility Management Refund	RODRIGUEZ, ISRAEL	\$213.34		
116227	08/26/2026	Open			Utility Management Refund	SANCHEZ, JOSE & TANIA GONZALEZ	\$48.91		
116228	08/26/2026	Open			Utility Management Refund	TINOCO, ALEJANDRO	\$211.60		
116229	08/26/2026	Open			Utility Management Refund	TRUJILLO CURIEL , RUGBI ESTELA	\$216.74		
116230	08/26/2026	Open			Utility Management Refund	VALADEZ, INDIRA & MAURO VAZQUEZ	\$67.88		

Payment Register

From Payment Date: 8/24/2026 - To Payment Date: 8/28/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
116231	08/26/2026	Open			Utility Management Refund	VALDEZ, IRMA G & ADILENE SANCHEZ	\$175.65		
116232	08/27/2026	Open			Accounts Payable	AGILE OCCUPATIONAL MEDICINE, PC	\$2,445.00		
116233	08/27/2026	Open			Accounts Payable	ALLO HOLDINGS, LLC	\$1,433.42		
116234	08/27/2026	Open			Accounts Payable	ALVAREZ, MIGUEL	\$15.00		
116235	08/27/2026	Open			Accounts Payable	AMERICA WILD, LLC	\$7,632.00		
116236	08/27/2026	Open			Accounts Payable	ANGEL'S TOWING SERVICE/AUTO SALES	\$525.00		
116237	08/27/2026	Open			Accounts Payable	ARCTIC GLACIER USA INC	\$155.00		
116238	08/27/2026	Open			Accounts Payable	AT&T MOBILITY LLC	\$8,893.74		
116239	08/27/2026	Open			Accounts Payable	BALLESTEROS, BRIAN	\$60.00		
116240	08/27/2026	Open			Accounts Payable	BINGHAM EQUIPMENT CO	\$196.57		
116241	08/27/2026	Open			Accounts Payable	BOUND TREE MEDICAL, LLC.	\$239.51		
116242	08/27/2026	Open			Accounts Payable	CANON FINANCIAL SERVICES, INC	\$2,553.40		
116243	08/27/2026	Open			Accounts Payable	CENTURYLINK	\$5,498.01		
116244	08/27/2026	Open			Accounts Payable	CHASSIS DYNAMICS LLC	\$2,610.22		
116245	08/27/2026	Open			Accounts Payable	CNJ AUTO GLASS & WINDOW TINTING, LLC	\$847.00		
116246	08/27/2026	Open			Accounts Payable	CONSTRUCTION EXAM CENTER	\$795.00		
116247	08/27/2026	Open			Accounts Payable	CORONA, EDGARDO	\$111.00		
116248	08/27/2026	Open			Accounts Payable	DAVE BANG ASSOC. INC.	\$66,792.92		
116249	08/27/2026	Open			Accounts Payable	DUEÑAS, RAMON, R	\$200.00		
116250	08/27/2026	Open			Accounts Payable	ENCINAS, JOSE	\$200.00		
116251	08/27/2026	Open			Accounts Payable	EQUIPMENTSHARE.COM INC	\$1,147.63		
116252	08/27/2026	Open			Accounts Payable	ESCALANTE, ALVARO	\$111.00		
116253	08/27/2026	Open			Accounts Payable	FACTOR SALES, INC.	\$425.99		
116254	08/27/2026	Open			Accounts Payable	FERTIZONA-YUMA L.L.C.	\$3,265.39		
116255	08/27/2026	Open			Accounts Payable	FIERRO VALDEZ, ELSY, MICHEL	\$225.00		
116256	08/27/2026	Open			Accounts Payable	FIGUEROA, MANUEL	\$2,792.71		
116257	08/27/2026	Open			Accounts Payable	FLORES F., CARLOS,	\$4,875.00		
116258	08/27/2026	Open			Accounts Payable	FREGOSO, JESUS	\$84.72		
116259	08/27/2026	Open			Accounts Payable	GARCIA, JOSE, LUIS	\$111.00		
116260	08/27/2026	Open			Accounts Payable	GASTELUM RASCON, SANTIAGO, YAHIEL	\$336.00		
116261	08/27/2026	Open			Accounts Payable	GOMEZ, ALVARO	\$111.00		
116262	08/27/2026	Open			Accounts Payable	GONZALEZ, ELIAS	\$96.00		
116263	08/27/2026	Open			Accounts Payable	GUTIERREZ CANALES ENGINEERING P.C.	\$198,488.64		
116264	08/27/2026	Open			Accounts Payable	JAY'S ELECTRIK LLC	\$2,776.74		
116265	08/27/2026	Open			Accounts Payable	JOHNSON, JERAMY	\$96.00		
116266	08/27/2026	Open			Accounts Payable	LEON, RICARDO	\$111.00		
116267	08/27/2026	Open			Accounts Payable	LOWE'S HIW, INC.	\$3,387.11		
116268	08/27/2026	Open			Accounts Payable	M & Y ELECTRICAL LLC	\$4,753.95		
116269	08/27/2026	Open			Accounts Payable	MAHON WATLINGTON, AMANDA	\$160.00		
116270	08/27/2026	Open			Accounts Payable	MARTINEZ, THOMAS, NONE	\$2,428.00		
116271	08/27/2026	Open			Accounts Payable	MILLER, DAMIAN	\$96.00		
116272	08/27/2026	Open			Accounts Payable	NIEBLA, JORGE, LUIS	\$111.00		
116273	08/27/2026	Open			Accounts Payable	PARRA, DANIEL, A.	\$200.00		
116274	08/27/2026	Open			Accounts Payable	PEREZ, MARTIN	\$111.00		

Payment Register

From Payment Date: 8/24/2026 - To Payment Date: 8/28/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
116275	08/27/2026	Open			Accounts Payable	PULIDO, FERNANDA	\$111.00		
116276	08/27/2026	Open			Accounts Payable	PULIDO AYALA, JESUS, I	\$300.00		
116277	08/27/2026	Open			Accounts Payable	QUINONEZ, FRANCISCO	\$195.00		
116278	08/27/2026	Open			Accounts Payable	REYES BARRIOS, ERICK, ALAN	\$350.00		
116279	08/27/2026	Open			Accounts Payable	ROMO, OSCAR	\$67.60		
116280	08/27/2026	Open			Accounts Payable	SALAZAR, JOSE	\$200.00		
116281	08/27/2026	Open			Accounts Payable	SANTIAGO, JOSE	\$111.00		
116282	08/27/2026	Open			Accounts Payable	SOLIS, ROBERTO	\$100.00		
116283	08/27/2026	Open			Accounts Payable	SOUTHWEST PLUMBING & AIR LLC	\$850.00		
116284	08/27/2026	Open			Accounts Payable	THE METAL SHOP OF YUMA LLC	\$600.00		
116285	08/27/2026	Open			Accounts Payable	VARELA, EMELY, BELEN	\$388.45		
116286	08/27/2026	Open			Accounts Payable	WAL-MART	\$604.08		
116287	08/27/2026	Open			Accounts Payable	YUMA COUNTY SUPERIOR COURT	\$12,733.44		
116288	08/27/2026	Open			Accounts Payable	ZATARAIN, EDUARDO	\$39.24		
116289	08/27/2026	Open			Accounts Payable	INNOVATIVE PRECAST LLC	\$7,753.31		
116290	08/27/2026	Open			Accounts Payable	BLUDOT TECHNOLOGIES LLC	\$7,286.40		
116291	08/28/2026	Open			Accounts Payable	ARIZONA CONFERENCE OF POLICE & SHERIFFS	\$595.00		
116292	08/28/2026	Open			Accounts Payable	FOP/ALC	\$510.00		
116293	08/28/2026	Open			Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,427.63		
116294	08/28/2026	Open			Accounts Payable	UNITED WAY OF YUMA COUNTY INC.	\$14.00		
116295	08/28/2026	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS ASSOC	\$151.00		
116296	08/28/2026	Open			Accounts Payable	UNITED YUMA FIRE FIGHTERS- IAFF	\$1,595.00		
Type Check Totals:					91 Transactions		\$368,709.45		
<u>EFT</u>									
10298	08/27/2026	Open			Accounts Payable	AIRGAS, INC.	\$65.31		
10299	08/27/2026	Open			Accounts Payable	ALSCO, INC	\$3,749.10		
10300	08/27/2026	Open			Accounts Payable	AMAZON.COM SALES, INC.	\$372.51		
10301	08/27/2026	Open			Accounts Payable	ARIZONA MEDICAL WASTE	\$259.53		
10302	08/27/2026	Open			Accounts Payable	ARIZONA PNEUMATIC SYSTEM	\$1,644.62		
10303	08/27/2026	Open			Accounts Payable	ARIZONA POLICE PSYCHOLOGY, PLLC	\$400.00		
10304	08/27/2026	Open			Accounts Payable	ARIZONA STATE TREASURER	\$34,221.48		
10305	08/27/2026	Open			Accounts Payable	AUTOZONE STORES, INC	\$7,215.18		
10306	08/27/2026	Open			Accounts Payable	AXON ENTERPRISE, INC	\$164,296.31		
10307	08/27/2026	Open			Accounts Payable	BILL ALEXANDER FORD	\$50.39		
10308	08/27/2026	Open			Accounts Payable	BORREGO BROTHERS, INC	\$997.39		
10309	08/27/2026	Open			Accounts Payable	CDWG	\$381.14		
10310	08/27/2026	Open			Accounts Payable	CHAPMAN DCJR YUMA LLC	\$2,535.88		
10311	08/27/2026	Open			Accounts Payable	DESERT DOCUMENT SHREDDERS, LLC	\$145.50		
10312	08/27/2026	Open			Accounts Payable	DESERT VALLEY SERVICES, INC	\$1,324.04		
10313	08/27/2026	Open			Accounts Payable	DESERT WATER STORE INC	\$245.74		
10314	08/27/2026	Open			Accounts Payable	DETECTION INSTRUMENTS CORPORATION	\$537.99		
10315	08/27/2026	Open			Accounts Payable	DIGITAL ROOM LLC	\$363.47		
10316	08/27/2026	Open			Accounts Payable	ESCALANTE LEAL, ESTELA	\$336.00		

Payment Register

From Payment Date: 8/24/2026 - To Payment Date: 8/28/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
10317	08/27/2026	Open			Accounts Payable	FRESH TERRA SERVICES LLC	\$968.00		
10318	08/27/2026	Open			Accounts Payable	FRUTH GROUP INC	\$1,517.83		
10319	08/27/2026	Open			Accounts Payable	GARCIA, JESUS	\$480.00		
10320	08/27/2026	Open			Accounts Payable	HANSBERGER REGRIGATION & ELECTRIC CO	\$569.74		
10321	08/27/2026	Open			Accounts Payable	HILL BROTHERS CHEMICAL CO.	\$6,153.11		
10322	08/27/2026	Open			Accounts Payable	JSA COMPANY	\$30,019.00		
10323	08/27/2026	Open			Accounts Payable	LESLIE'S POOLMART INC.	\$76.10		
10324	08/27/2026	Open			Accounts Payable	LOPEZ ARMENTA, JOSE, MARTIN	\$480.00		
10325	08/27/2026	Open			Accounts Payable	M & C DISTRIBUTING, INC.	\$23.74		
10326	08/27/2026	Open			Accounts Payable	MAX SUPPLIES AND SERVICES LLC	\$788.00		
10327	08/27/2026	Open			Accounts Payable	MOTOROLA SOLUTIONS, INC	\$24,292.80		
10328	08/27/2026	Open			Accounts Payable	NICKLAUS ENGINEERING	\$5,529.59		
10329	08/27/2026	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,618.86		
10330	08/27/2026	Open			Accounts Payable	ODP BUSINESS SOLUTIONS LLC	\$2,542.70		
10331	08/27/2026	Open			Accounts Payable	POLAR COOLING LLC	\$1,475.00		
10332	08/27/2026	Open			Accounts Payable	POLAR ICE LLC	\$316.08		
10333	08/27/2026	Open			Accounts Payable	PRECISION ELECTRIC CO. INC.	\$6,041.80		
10334	08/27/2026	Open			Accounts Payable	R.D. OFFUTT COMPANY	\$112.88		
10335	08/27/2026	Open			Accounts Payable	REAL PURIFIED WATER LLC	\$8.00		
10336	08/27/2026	Open			Accounts Payable	SAFELINE LLC	\$7,380.00		
10337	08/27/2026	Open			Accounts Payable	SHRM	\$299.00		
10338	08/27/2026	Open			Accounts Payable	SOUTHERN TIRE MART LLC	\$2,121.66		
10339	08/27/2026	Open			Accounts Payable	SOUTHWEST MERCH LLC	\$93.20		
10340	08/27/2026	Open			Accounts Payable	SPECTRUM BUSINESS	\$630.84		
10341	08/27/2026	Open			Accounts Payable	ULINE, INC.	\$83.95		
10342	08/27/2026	Open			Accounts Payable	VERIZON COMMUNICATIONS INC	\$6,896.32		
10343	08/27/2026	Open			Accounts Payable	WAXIE SANITARY SUPPLY	\$1,799.39		
10344	08/27/2026	Open			Accounts Payable	WESTERN SUN SYSTEMS, INC	\$1,353.28		
10345	08/27/2026	Open			Accounts Payable	YUMA NURSERY LLC	\$607.16		
10346	08/27/2026	Open			Accounts Payable	YUMA SUN INC	\$5,112.00		
10347	08/27/2026	Open			Accounts Payable	YUMA WINNELSON CO.	\$6,725.13		
Type EFT Totals:									
1BYPAYABLE - 1st BY Accounts Payable Totals									
							\$335,256.74		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	91	\$368,709.45	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	91	\$368,709.45	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	50	\$335,256.74	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	50	\$335,256.74	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	141	\$703,966.19	\$0.00

Payment Register

From Payment Date: 8/24/2026 - To Payment Date: 8/28/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	141	\$703,966.19	\$0.00	
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	91	\$368,709.45	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	91	\$368,709.45	\$0.00
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	50	\$335,256.74	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	50	\$335,256.74	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	141	\$703,966.19	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	141	\$703,966.19 ✓	\$0.00

Guadalupe Canez



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. A.

Meeting Date: 09/09/2026

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 approval of a \$100,000.00 budget transfer for the continuation and completion of the Lakin Drive Subsidence Issue — Road Improvement Construction Project. **(Tomas Sanchez, City Engineer)**

SUMMARY:

The Engineering Department is continuing the Lakin Drive Subsidence issue project, approved by the City Council on May 13, 2026, with a total project budget of \$371,800.00. The approved funding plan provided \$200,000.00 to be expended during Fiscal Year 2025-2026 and \$171,800.00 to be expended during Fiscal Year 2026-2027 to complete the project.

During Fiscal Year 2025-2026, the contractor completed less work than originally anticipated, resulting in lower-than-anticipated project expenditures during the fiscal year. As a result, only a portion of the \$200,000.00 originally planned for Fiscal Year 2025-2026 was utilized.

The project is continuing into Fiscal Year 2026-2027 in accordance with the previously approved scope of work. To provide sufficient funding for the remaining work and maintain project continuity, the Engineering Department and the Department of Public Works coordinated with the Finance Department to process a \$100,000.00 budget transfer.

The budget transfer is necessary to ensure sufficient funding is available for the continuation and completion of the previously approved project. The requested transfer does not change the previously approved project contract of \$371,800.00.

For these reasons, the Engineering Department respectfully requests that the City Council approve the \$100,000.00 budget transfer for FY 26-27 as presented in the attachment.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE BUDGET TRANSFER IN THE AMOUNT OF \$100,000.00 AS DESCRIBED IN THE FISCAL IMPACT OF THIS ITEM, AS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	Yes
CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$371,800.00
BUDGETED AMOUNT:	\$175,000.00
AVAILABLE AMOUNT TO TRANSFER:	See Fiscal Impact Statement

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See Fiscal Impact Statement
FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

Total Project Cost: \$371,800.00

Budget Transfer is requested as follows:

From:

Account 100-999-90000

Project Number: 2027011

Amount: \$680,000.00

To:

Account: 200-210-90010

Project Number: 2025070

Amount: \$100,000.00

Attachments

Budget Transfer Form - Lakin Drive

Original Bid Tabulation, Documents and Contract



**City of San Luis
Budget Adjustment Form**

Reason for Budget Adjustment:

A budget transfer is needed to cover costs associated with the Lakin Drive Subsidence Issue project.

Account Number	Account Name	Project ID (Only 89000-9XXXX)	Amended Budget FY 2027	Budget to be revised (Add to)	Budget to be decreased (taken from)	Available Balance Budget FY 2027
200-210-90010	Capital Outlay-Improvement Roads-Lakin Subsidence issue, road improvement	2025070	175,000.00	100,000.00		275,000.00
100-999-90000	Capital Outlay-Equipment Fire Dispatch Alerting System Upgrade	2027011	680,000.00		100,000.00	580,000.00
						-
						-
						-
						-
						-
						-
						-
						-
Total				100,000.00	100,000.00	

Department Head

Date _____

Finance Department

Date _____

City Manager

Date _____



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



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 USC § 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:

DPE Construction
1636 E 20th Street
Yuma, AZ 85365

Corporation ("Contractor") and

City of San Luis
1090 East Union Street [physical address]
P.O. Box 7740 [mailing address]
San Luis, Arizona 85349

an Arizona municipal corporation ("City" or
"City of San Luis")

The Contractor and City may be referred to individually as the "Party" and collectively as the "Parties." All defined words in the document titled "General Conditions of the Contract" ("General Conditions"), which was provided in the City's Request for Proposals ("RFP"), 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. B.

Meeting Date: 09/09/2026

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

Submitted By: Maria Barajas Gutierrez, Human Resources Coordinator, Human Resources Department

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding continuing temporary staffing services through HireQuest Inc. **(Maria Barajas, Human Resources Manager)**

SUMMARY:

The City of San Luis has collaborated with HireQuest Inc. since August 11, 2022, to provide temporary staffing support to various city departments while the city addresses vacancies through its regular recruitment and onboarding processes. Since then, HireQuest has continued to provide valuable staffing services that have helped maintain continuity of operations during periods of transition. Their support has been critical in addressing workforce shortages, meeting departmental staffing needs, and supporting special projects, including the Public Works Annual Cleaning Campaign.

During FY 2025–2026, the Public Works Department spent approximately \$76,000 on temporary staffing services. Based on prior-year expenditures and current projections, it is anticipated that expenditures for these services may exceed the applicable procurement threshold during the current fiscal year. A new agreement has been prepared, at the City Attorney's recommendation, to ensure all necessary provisions are accurate and fully addressed.

Therefore, staff is requesting City Council's approval to continue utilizing HireQuest Inc. for temporary staffing services and to waive the procurement requirements outlined in City Code Section 3.05.010(F), based on the operational need and justification described above. Continued access to these services will help the City address staffing shortages, maintain continuity of essential services, and meet departmental operational needs while regular recruitment efforts are underway.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE USE OF HIREQUEST TEMPORARY SERVICES AND WAIVE THE FORMAL PROCUREMENT PROCEDURES AS ALLOWED UNDER CITY CODE § 3.05.010(F) FOR THE REASONS PRESENTED.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:

YES

CITY/STATE/FEDERAL FUNDS:

YES

TOTAL:

See fiscal Impact statement

BUDGETED AMOUNT:

See fiscal Impact statement

AVAILABLE AMOUNT TO TRANSFER:

See fiscal Impact statement

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See fiscal Impact statement

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

The budget is allocated throughout various departments in GL 80000-Contractual Services, and in other instances, there is budget capacity for temporary labor due to organizational vacancies.

Approval of the agreement is subject to budget availability on a case-by-case basis.

Attachments

HireQuest Staffing Agreement

HireQuest Rate Agreement

New Staffing Agreement



STAFFING AGREEMENT FOR TEMPORARY LABOR SERVICES

Branch: Yuma Salesperson: Glenn Pinner Date: 8/19/2022

Client Name: City of San Luis

CLIENT CREDIT INFORMATION

CLIENT INFORMATION

City of San Luis
Corporate Name
Trade Name (Doing Business As) Invoice To: ☐
1090 E. Union St.
Primary Address
San Luis AZ 85349
City State Zip
Maria Munoz 928-341-8579
Contact Name Phone Number

BILLING INFORMATION

P.O. Box 1170
Primary Address Line 1
1090 E. Union St.
Primary Address Line 2
San Luis AZ 85349
City State Zip
Maria Munoz 928-341-8579 928-722-6773
Contact Phone Number Fax Number
Are purchase orders required? Yes ☒ No ☐

Government
Legal Status (i.e. Corporation, Partnership, etc.)

1979
Year Incorporated / Started
86-0376164
Tax id # / SS#

Name of predecessor / affiliated companies

Owner(s) Names

David Espitia
Accounts Payable Contact Name

mailed
Invoicing Preference: Mailed/ Electronic

Despitia@sanluisaz.gov
Accounts Payable Email
Hrdept@sanluisaz.gov
Email for Invoices

Contractor's Professional License # / Bond

928-341-8553
Accounts Payable Phone Number

Preferred Payment Method: Check ☐ CC ☐ ACH

Customer Average Net Pay

BANK REFERENCES

1st Bank Yuma
Bank Name
San Luis
City

Maria Gonzalez
Contact
AZ 85349
State Zip

0520000005
Account Number
Branch

Date Opened
Line of Credit: Yes ☐ No ☒

TRADE REFERENCES

Botach Inc
Name
Leslie Peoples
Contact
(213) 595-6496
Phone Number

Dana Kepner Company LLC
Name
Chia Vang
Contact
(303) 623-6161
Phone Number

Date Opened High Credit

Date Opened High Credit





HireQuest or HireQuest Direct, as the case may be, ("HIREQUEST") will

1. Recruit, screen, interview, hire and assign its employees ("Assigned Employees") to perform work under CLIENT's supervision at the CLIENT's locations and will, as the common law employer of Assigned Employees, be responsible for the following;
2. Pay Assigned Employees' wages, payroll taxes and provide them with the benefits required by law.
3. Inquire about the working conditions to which Assigned Employees will be exposed at CLIENT's worksite, provide general safety training to Assigned Employees and confirm that CLIENT has provided site-specific safety and health training and safety and personal protective equipment (PPH) other than hard hats, reflective vests, safety glasses, and gloves as required by OSHA, applicable state and local laws and regulations, as well as any work rules of CLIENT. In addition, HIREQUEST, as the common law employer, has the right to physically inspect the worksite and work processes to assess any potential work site hazards to Assigned Employees; to conduct post-incident/incident investigations; to audit CLIENT's safety and training records; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce HIREQUEST's employment policies relating to Assigned Employee conduct at the worksite

CLIENT will:

1. Properly supervise and train, in the same manner as its own employees, Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
2. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to work off the ground, including, but not limited to ladders, roofs or scaffolding, operate any vehicle or mobile equipment, to operate dangerous or unprotected machinery or equipment, to perform excavation work where proper shoring and protection are not provided or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without HIREQUEST's express prior written approval or as strictly required by the job description provided to HIREQUEST;
3. Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, as well as:
 - 3.1. provide Assigned Employees with appropriate safety and training information and Personal Protective Equipment, including but not limited to information regarding when PPE must be used, as well as how to put on, take off, adjust, wear, and use PPE.
 - 3.2. provide site-specific safety and job training, and train, certify, evaluate, and orient all Assigned Employees in all safety and Injury Illness and Prevention Programs, hazard communication programs (Labels and Safety Data Sheet information, etc.) and operational instructions, in the same manner as Client employees, and as required by law, including, but not limited to, all federal OSHA and applicable state safety requirements, guidelines and standards;
 - 3.3. provide adequate notice to Assigned Employees and HIREQUEST of any unsafe conditions or potential hazards at the workplace.
 - 3.4. refrain from exposing Assigned Employees to any hazardous chemicals (as defined by the OSHA Hazard Communication Standard or any applicable state/local "right to know" law) under normal operating conditions or any foreseeable emergencies without proper training and required PPE
 - 3.5. respond within a reasonable time to HIREQUEST's inquiries regarding working conditions at CLIENT's worksite and make CLIENT's worksite and records available for inspection by HIREQUEST prior to and during Assigned Employees' assignments;
 - 3.6. notify HIREQUEST immediately of any Assigned Employee accidents or incidents, whether or not resulting in injury or illness; provide HIREQUEST with information and the right to conduct a post-incident site investigation regarding, and within twenty-four (24) hours of, any such incident; and cooperate in any post-incident investigation, including making witnesses and records available;
 - 3.7. maintain the required safety and health programs, and any other programs applicable under the Occupational Safety and Health Act of 1970 including compliant training records which shall be subject to audit at HIREQUEST'S discretion, applicable to Assigned Employees;

CONFIRMATION OF ACCURACY OF INFORMATION, RELEASE OF AUTHORITY TO VERIFY AND ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned contractual obligations to HIREQUEST and Affiliates are controlled by this agreement, the terms and conditions set forth on the standard HIREQUEST time slip and the HIREQUEST Rate Agreement. In the event the undersigned submits a time slip(s) or timesheet(s) in another format, electronic or otherwise, the undersigned agrees to be bound by the terms and conditions set forth on the HIREQUEST time slips of which copies are available upon request and incorporated hereby reference.

The undersigned hereby certifies that the information in this Staffing Agreement is correct. The information included is for the use of HIREQUEST in determining the amounts and conditions upon which services are to be extended. The undersigned understands that HIREQUEST may utilize other sources of information, which it considers necessary in making its determination to extend services. The undersigned authorizes the bank and trade references listed above to release any information necessary to assist HIREQUEST in making its determination, authorizes creditors to release information pertaining to our credit history, and authorizes investigation into CLIENT's credit via credit bureau reports.

This agreement is reaffirmed as true and correct and the terms and conditions set forth herein are acceptable to the undersigned. This agreement, together with the Rate Agreement and HIREQUEST time slips, represent the whole agreement of the parties and no modification or variation shall be deemed valid unless a subsequent written agreement is signed by both parties. In the event that it becomes necessary to initiate legal proceedings to collect any monies due under this agreement, the undersigned shall be held responsible for all of HIREQUEST's cost of collection including reasonable legal fees and expenses in collecting the amounts due. The venue for such legal action will be _____ county, _____. Furthermore, the undersigned shall be required to pay interest at a rate of 18% per annum on invoices that are not paid within 30 days from the invoice date.

Louie Guafariz

8/11/22

Printed Name | Date

Client Authorized Signature

Glenn Perry 8/11/2022

Printed Name HireQuest Representative

HireQuest Representative Signature

Personal Guaranty: (If in business less than 2-years)

In consideration of the substantial direct and indirect benefits derived by Guarantor from the extension of services to CLIENT pursuant to this agreement, the undersigned Guarantor hereby unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the punctual payment when due of all present and future obligations of CLIENT under this agreement including all costs and fees (including attorneys' fees) incurred by HIREQUEST in the collection of such amounts. Guarantor agrees that HIREQUEST need not attempt to collect any funds from CLIENT to enforce the obligations of this Guaranty.

Guarantor

Printed Name

Date



Supplement to Staffing Agreement for Temporary Labor Services

This supplement to the Staffing Agreement for Temporary Labor Services ("Supplement") is made this 5th day of August 2022 between:

Hire Quest or Hire Quest Direct	The City of San Luis
a Foreign Limited Liability Company organized under the laws of Arizona ("HIREQUEST") and	a municipal corporation organized under the laws of Arizona ("CLIENT").

I. INCORPORATION BY REFERENCE

By this reference, this Supplement incorporates the Staffing Agreement for Temporary Labor Services ("Staffing Agreement") attached as Exhibit A.

II. INDEPENDENT CONTRACTOR RELATIONSHIP

HIREQUEST agrees that in rendering all services under the Staffing Agreement, HIREQUEST and Assigned Employees (as described in the Staffing Agreement) will act and be considered for all purposes as independent contractors to the CLIENT, not as an employee of CLIENT.

III. COMPLIANCE WITH ALL LAWS

HIREQUEST shall comply with all applicable laws, including but not limited to:

3.1 Required e-verify: Under A.R.S. § 41-4401(A), the HIREQUEST warrants its compliance with all federal immigration laws and regulations related to its Assigned Employees, employees, and its compliance with § 23-214, subsection A, Everify. HIREQUEST's breach of this warranty shall be deemed a material breach of the Staffing Agreement subject to penalties up to and including termination of the Staffing Agreement. The CLIENT retains the legal right to inspect the papers of any contractor, subcontractor, or employee who works under this Staffing Agreement to ensure that HIREQUEST or its subcontractor or subcontractors comply with this warranty.

3.2 Notice of Arizona Conflict of Interest Law: This Contract may be canceled if there is a conflict of interest under A.R.S. § 38511.

3.3 Workers' Compensation: HIREQUEST shall provide Workers' Compensation for Assigned Employees in coverage amounts as required by Arizona law.

IV. INSURANCE

In addition to Worker's Compensation coverage, HIREQUEST shall carry, at a minimum, the following levels of insurance and, upon execution of the Staffing Agreement and this Supplement,

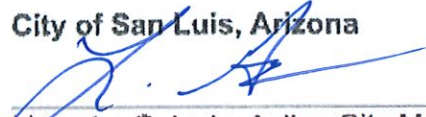
will provide a certificate of insurance showing that such coverage is currently in force: Commercial General Liability, \$1 million each occurrence and \$1 million in the aggregate, covering bodily injury, property damage, and personal injury. HIREQUEST shall name CLIENT (the City of San Luis, Arizona) as an additionally insured. HIREQUEST shall submit to the CLIENT a certificate of insurance and endorsement showing the coverage and additionally insured as described above.

V. INDEMNIFY

HIREQUEST shall indemnify, hold harmless, and defend the CLIENT, the CLIENT's elected officials, officers, agents, and employees from all suits and action, including reasonable attorneys' fees and all costs of litigation and judgment against the CLIENT as a result of loss, damage, or injury to person or property due to any action or omission by the Assigned Employees HIREQUEST sends to the CLIENT.

The parties have executed this Supplement on the day, month, and year in the first paragraph of this Supplement, which is the date the last party signed.

City of San Luis, Arizona


Lizandro Galaviz, Acting City Manager

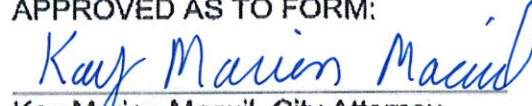
Date: 8/17/22

ATTEST:

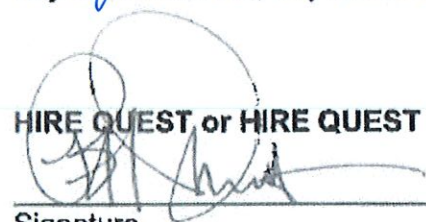


Melissa Lopez, Deputy City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

HIRE QUEST or HIRE QUEST DIRECT


Signature

Print Name

Date: August 5, 2022



City of San Luis
Arizona Rate Agreement
2022

<u>Description:</u>	<u>Bill Rate Per Hour</u>
General labor(unskilled)	\$23.95
General labor(Heavy Lifting/Demo)	\$25.95
Semi Skilled(without tools)	\$28.95
Skilled Journeyman	\$39.95
Heavy Equipment Operator	\$44.25

Above rates are subject to change in accordance with federal & state government regulations. Client agrees to pay for a minimum of four (4) hours per day per employee. The Client also agrees to be billed for overtime hours at a rate of time and a half for each HIREQUEST DIRECT employee who works an excess of forty (40) hours within a one week period, which runs Monday through Sunday. Employee temporary to permanent hire is available at no cost after four-hundred and eighty (480) working hours are billed and paid. Payment terms are NET 30 DAYS and a finance charge of 1.5% will be assessed on invoices that exceed 30 days. Acceptable forms of payment are check or credit card, to which a 3% fee will be charged by the processing company. Invoices can be obtained, and credit card payments can be made by logging in to the Client web portal at <http://clients.hqwebconnect.com/starr>.

Client Company Name: City of San Luis

Client Name & Title: Lizandro Galaviz, Acting City Manager

Client Signature: [Signature]

Date: 8/17/22

HIREQUEST DIRECT Representative: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff Insurance Services, Inc.
3400 Overton Park Drive SE
Suite 300
Atlanta, GA 30339

CONTACT NAME: Valerie Epps
PHONE (A/C, No, Ext): 404 497-7500
FAX (A/C, No):
E-MAIL ADDRESS: Valerie.Epps@mcgriff.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Company

22667

INSURER B: ACE Fire Underwriters Insurance Company

20702

INSURER C: Alaska National Insurance Company

38733

INSURER D:

INSURER E:

INSURER F:

INSURED
Hire Quest, LLC DBA HireQuest, HireQuest Direct
111 Springhall Drive
Goose Creek, SC 29445

COVERAGES

CERTIFICATE NUMBER: UC1JPF04

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☐ OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				
	UMBRELLA LIAB	☐ OCCUR				
	EXCESS LIAB	☐ CLAIMS-MADE				
	☐ DED ☐ RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WLR C68922847 (AOS)	03/01/2022	03/01/2023	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ N/A	SCF C68922884 (WI)			
						☒ PER STATUTE ☐ OTHER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	WASHINGTON USL&H		21F WU 11801	08/15/2021	06/15/2022	
						E.L. - Each Accident \$ 1,000,000
						E.L. - Each Employee \$ 1,000,000
						E.L. - Policy Limit \$ 1,000,000
						M.E.L. - Each Accident \$ 100,000
						M.E.L. - Disease Aggregate \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Evidence of Coverage Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jackson Agency Inc DBA Allied Risk Partners Corp 6971 W Sunrise Blvd #206 Sunrise FL 33313		CONTACT NAME: Maria Benitez PHONE (A/C No. Ext.): (305) 824-3464 FAX (A/C No.): (954) 473-3705 E-MAIL ADDRESS: mbenitez@jacksonagency.com	
INSURED Hire Quest LLC dba Trojan Labor and Acruz, HireQuest and HireQuest Direct, Snelling and Link; HQ LTS Corporation; HireQuest, Inc. 111 Springhall Drive Goose Creek SC 29445		INSURER(S) AFFORDING COVERAGE INSURER A: Tokio Marine Specialty Insurance Company INSURER B: Lloyds Of London INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23850 524210	

COVERAGES

CERTIFICATE NUMBER: 2022-2023 Basic COI

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			PPK2387043	03/02/2022	03/02/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GEN'L AGGREGATE \$ 2,000,000
							PRODUCTS - COMM/OP AGG \$ 2,000,000
							Professional Liability \$ 2000000/1000000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Medical Payments \$ 5,000
A	☒ UMBRELLA LIAB ☒ OCCUR			PUB805685	03/02/2022	03/02/2023	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 10,000,000
							\$
							PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Crime			See in Limits Section	03/02/2022	03/02/2023	Crime PPK2387043 5,000,000
	Professional Coverage						EPLI 1,000,000
							Cyber 21H368309 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is solely for the use as "Evidence of Insurance"

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

123 SAMPLE ST, SAMPLE, SC 29445

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.
HireQuest LLC

2 Business name/disregarded entity name, if different from above
dba HireQuest and HireQuest Direct

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any):
Exemption from FATCA reporting code (if any):

5 Address (number, street, and apt. or suite no.) See instructions
111 Springhall Dr

6 City, state, and ZIP code
Goose Creek, SC 29445

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

6 8 - 0 5 1 1 0 3 5 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person *[Signature]*

Date **1/3/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requested) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1088 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Uniform Certification Agency

CERTIFIED WOMEN-OWNED BUSINESS ENTERPRISE

Presented To

HQ Direct, LLC.

HAS SUCCESSFULLY MET ALL REQUIREMENTS AS ESTABLISHED BY THE MMBC CONTINUUM
AND THE UNIFORM CERTIFICATION AGENCY FOR CERTIFICATION AS A WOMEN-OWNED
BUSINESS ENTERPRISE. THIS CERTIFICATE RELATES TO WBE STATUS AND IS NOT
CERTIFICATION OF EXPERTISE IN ANY PARTICULAR TRADE OR FIELD.

Director of Certification

4072111

Certificate Number

09/25/2022

Expiration Date



Arizona Rate Agreement
2026

Description:

Bill Rate Per Hour

General labor

Bill Rate \$24.50

Above rates are subject to change in accordance with federal & state government regulations. Client agrees to pay for a minimum of four (4) hours per day per employee. The Client also agrees to be billed for overtime hours at a rate of time and a half for each HIREQUEST DIRECT employee who works an excess of forty (40) hours within a one week period, which runs Monday through Sunday. Employee temporary to permanent hire is available at no cost after four hundred and eighty (480) working hours are billed and paid. Payment terms are NET 30 DAYS and a finance charge of 1.5% will be assessed on invoices that exceed 30 days. Acceptable forms of payment are check or credit card, to which a 3% fee will be charged by the processing company. Invoices can be obtained, and credit card payments can be made by logging in to the Client web portal at <http://clients.hqwebconnect.com/start>.

Client Company Name: _____

Client Name & Title: _____

Client Signature: _____

Date: _____

HIREQUEST DIRECT Representative: _____

**SUPPLEMENTAL AGREEMENT
TO
STAFFING AGREEMENT FOR TEMPORARY STAFFING SERVICES**

This Supplemental Agreement to Staffing Agreement for Temporary Staffing Services (“Supplement”) is made this ____ day of September 2026 by and between:

Hire Quest L.L.C. d/b/a Hire Quest Direct an Arizona foreign limited liability company (“Hirequest”)	The City of San Luis An Arizona municipal corporation (the “City”)
---	--

Section 1. Incorporation by Reference

By this reference, this Supplement incorporates the Staffing Agreement for Temporary Staffing Services (“Agreement”), attached as Exhibit “A”.

Section 2. Independent Contractor Relationship

Hirequest agrees that in rendering all services under the Agreement, Hirequest and Assigned Employees (as described in the Staffing Agreement) will act and be considered for all purposes as independent contractors to the City, not as an employee of the City.

Hirequest and the City Shall both have the right to hire, terminate and discipline any and all Assigned Employees.

Section 3. Compliance With All Laws

Hirequest shall comply with all applicable laws, including but not limited to:

- 3.1 Required e-verify: Under A.R.S. § 41-4401(A), Hirequest warrants its compliance with all federal immigration laws and regulations related to its Assigned employees, employees, and its compliance with § 23-214, subsection A, Everify. Hirequest’s breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of the Agreement. The City retains the legal right to Inspect the papers of any contractor, subcontractor, or employee who works under this Staffing Agreement to ensure that Hirequest or its subcontractor(s) comply with this warranty.
- 3.2 Notice of Arizona Conflict of Interest Law: This Contract may be canceled if there is a conflict of interest under A.R.S. § 38-511.
- 3.3 Workers’ Compensation: Hirequest shall provide Workers’ Compensation for Assigned Employees in coverage amounts as required by Arizona law.

3.4 Boycott of Israel and Forced Labor of Ethnic Uyghurs Prohibited. Hirequest certifies their compliance with the applicable requirements of A.R.S. §§ 35-393 and 35-394.

Section 4. Insurance

In addition to Worker's Compensation coverage, Hirequest shall carry, at a minimum, the following levels of insurance and, upon execution of the Agreement and this Supplement will provide a certificate of insurance showing that such coverage is currently in force. Commercial General Liability, \$1 million each occurrence and \$1 million in the aggregate, covering bodily injury, property damage, and personal injury. Hirequest shall name the City as an additionally insured. Hirequest shall submit to the City a certificate of insurance and endorsement showing the coverage and additionally insured as described above.

Section 5. Indemnify

Hirequest shall indemnify, hold harmless, and defend the City, the City's elected officials, officers, agents, and employees from all suits and action, including reasonable attorneys' fees and all costs of litigation and judgment against the City as a result of loss, damage, or injury to person or property due to any action or omission by the Assigned Employees Hirequest sends to the City

The parties have executed this Supplement on the day, month, and year in the first paragraph of this Supplement, which is the date the last party signed.

The City of San Luis, Arizona

Jenny Torres, City Manager

Attest:

Approved as to Form:

Sonia Cornelio, City Clerk

Joseph Estes, City Attorney

**Hire Quest L.L.C.,
d/b/a Hire Quest Direct**

Name: _____
Title : _____



STAFFING AGREEMENT FOR TEMPORARY STAFFING SERVICES

Branch: _____ Salesperson: _____ Date: _____

CLIENT INFORMATION

Corporate Name _____
Trade Name (Doing Business As) _____
Primary Address _____
City _____ State _____ Zip _____
Contact Name _____ Phone Number _____

BILLING INFORMATION

Name _____
Address _____
City _____ State _____ Zip _____
Contact _____ Phone Number _____ Fax Number _____
Are purchase orders required? Yes No

COMPANY CREDIT INFORMATION

Corporate Name _____ Primary Address _____
Trade Name (Doing Business As) _____ City _____ State _____ Zip _____
Legal Status (i.e. Corporation, Partnership, etc.) _____ Year Incorporated / Started _____ Name of predecessor / affiliated companies _____
Owners(s) Names _____ Tax id # / Social Security # _____ Contractor's Professional License # / Bond # _____

BANK REFERENCES

Bank Name _____ Contact _____ Account Number _____ Date Opened _____
City _____ State _____ Zip _____ Branch _____ Line of Credit? Yes No

TRADE REFERENCES

Name _____
Contact _____
Phone Number _____ Date Opened _____ High Credit _____

HIREQUEST DIRECT will

- Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform work under CLIENT's supervision at the CLIENT's locations **and will, as the common law employer of Assigned Employees, be responsible for the following;**
- Pay Assigned Employees' wages, payroll taxes and provide them with the benefits required by law.
- Inquire about the working conditions to which Assigned Employees will be exposed at CLIENT's work site, provide general safety training to Assigned Employees and confirm that CLIENT has provided site-specific safety and health training and safety and personal protective equipment (PPE) other than hard hats, reflective vests, safety glasses and gloves as required by OSHA, applicable state and local laws and regulations, as well as any work rules of CLIENT;
- In addition HIREQUEST DIRECT, as the common law employer, has the right to physically inspect the work site and work processes to assess any potential work site hazards to Assigned Employees; to conduct post-accident/incident investigations; to audit CLIENT'S safety and training records; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce HIREQUEST DIRECT's employment policies relating to Assigned Employee conduct at the worksite.
- Any hours worked over 40 by one employee in one week will be paid as overtime and billed at time and one half. We have a four-hour, per worker, minimum sales requirement for all job orders. Temp to perm hire is acceptable at no cost after 480 working hours.

CLIENT will

- a. Properly supervise and train, in the same manner as its own employees, Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to work off roofs or scaffolding, operate any vehicle or mobile equipment, to operate dangerous or unprotected machinery or equipment, to perform excavation work where proper shoring and protection are not provided or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without HIREQUEST DIRECT's express prior written approval or as strictly required by the job description provided to HIREQUEST DIRECT;
- c. Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, as well as
 - (i) provide Assigned Employees with appropriate safety and training information, including but not limited to information regarding when PPE must be used;
 - (ii) provide site-specific safety and job training, and train, certify, evaluate, and orient all Assigned Employees in all safety and Injury Illness and Prevention Programs, hazard communication programs (Labels and Safety Data Sheet information, etc.) and operational instructions, in the same manner as Client employees, and as required by law, including, but not limited to, all federal OSHA and applicable state safety requirements, guidelines and standards;
 - (iii) provide adequate notice to Assigned Employees and HIREQUEST DIRECT of any unsafe conditions or potential hazards at the workplace;
 - (iv) refrain from exposing Assigned Employees to any hazardous chemicals (as defined by the OSHA Hazard Communication Standard or any applicable state/local "right to know" law) under normal operating conditions or any foreseeable emergencies without proper training and required PPE
 - (v) respond within a reasonable time to HIREQUEST DIRECT's inquiries regarding working conditions at CLIENT's work site and make CLIENT's work site and records available for inspection by HIREQUEST DIRECT prior to and during Assigned Employees' assignments;
 - (vi) notify HIREQUEST DIRECT immediately of any Assigned Employee accidents or incidents, whether or not resulting in injury or illness; provide HIREQUEST DIRECT with information and the right to conduct a post-incident site investigation regarding, and within twenty-four (24) hours of, any such incident; and cooperate in any post-incident investigation, including making witnesses and records available;
 - (vii) maintain the required safety and health programs, and any other programs applicable under the Occupational Safety and Health Act of 1970 including compliant training records which shall be subject to audit at HIREQUEST DIRECT'S discretion, applicable to Assigned Employees:

CONFIRMATION OF ACCURACY OF INFORMATION, RELEASE OF AUTHORITY TO VERIFY AND ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned contractual obligations to HIREQUEST DIRECT are controlled by this agreement, the terms and conditions set forth on the standard HIREQUEST DIRECT time slip and the HIREQUEST DIRECT Credit and Rate Agreement. In the event the undersigned submits a time slip(s) or time sheet(s) in another format, electronic or otherwise, the undersigned agrees to be bound by the terms and conditions set forth on the time slips of which copies are available upon request and incorporated herein by reference. The undersigned hereby certifies that the information in this staffing agreement is correct. The information included is for the use of HIREQUEST in determining the amounts and conditions upon which credit is to be extended. The undersigned understands that HIREQUEST may utilize other sources of information which it considers necessary in making its determination. The undersigned authorizes the bank and trade references listed above to release any information necessary to assist HIREQUEST in making its determination.

This agreement is reaffirmed as true and correct and the terms and conditions set forth herein are acceptable to the undersigned. This agreement represents the whole agreement of the parties and no modification or variation shall be deemed valid unless subsequent agreement, provided for in writing, is signed by both parties. In the event that it becomes necessary to initiate legal proceedings to collect any monies due under this agreement, the undersigned shall be held responsible for all of HIREQUEST DIRECT's cost of collection including reasonable legal fees and expenses in collecting the amounts due. The venue for such legal action will be Maricopa county Arizona. Furthermore, the undersigned shall be required to pay interest at a rate of 18% per annum on invoices which are not paid within 30 days from the invoice date.

IN WITNESS WHEREOF, CLIENT AND HIREQUEST DIRECT have hereby executed this Agreement on the _____ day of _____, 20_____.

CLIENT: _____

By: _____

Name: _____

Date: _____

HIREQUEST DIRECT

By: _____

Name: _____

Date: _____



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. C.

Meeting Date: 09/09/2026

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

Submitted By: Edgar Juarez, Facilities Project Coordinator, Public Works Department, Facilities

Action Requested: Motion

ITEM:

Discussion and possible action on any and all matters regarding the acceptance and award of a construction contract to Merrill Development for the San Luis Senior Center Renovation Project. **(Jorge Perez, Assistant Director of Public Works)**

SUMMARY:

The Facilities Division is seeking Council approval to accept and award a construction contract to Merrill Development, 3266 E 33rd Place, Yuma, AZ, 85365, for the San Luis Senior Center Renovation Project.

The project consists of general construction, structural, plumbing, and electrical work as shown in the plans and specifications by Thompson Design Architects. Improvements include replacing flooring on most of the facility, demolition of a wall separating a large common area, and renovation of two restrooms.

The project was publicly advertised and procured utilizing the new procurement portal, OpenGov. Merrill Development was determined to be the lowest responsive and responsible bidder, submitting a bid in the amount of \$228,736.20.

Staff is seeking Council approval of Construction Services from Merrill Development and the contract for this project for the amount of \$228,736.20, as permitted under the city's procurement code section 3.05.030 Bidding.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO AWARD THE CONTRACT TO MERRILL DEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$228,736.20 AND TO APPROVE THE BUDGET TRANSFER AS PRESENTED IN THE FISCAL IMPACT STATEMENT.

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:

Yes

CITY/STATE/FEDERAL FUNDS:

City

TOTAL:

\$228,736.20

BUDGETED AMOUNT:

See the Fiscal Impact Statement

AVAILABLE AMOUNT TO TRANSFER:

See the Fiscal Impact
Statement

ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE: See the Fiscal Impact
Statement

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

The San Luis Senior Center Renovation Project, Project No. 2027018, is included in the FY2027 Adopted Budget with a budgeted amount of \$125,000. To provide sufficient budget authority for the award of the construction contract, staff is respectfully requesting City Council approval of a budget transfer in the amount of \$104,000 from General Fund Non-Departmental Contractual Services, GL Account No. 100-999-80000, to General Fund Capital Outlay Improv Build, GL Account No. 100-999-90005, Project No. 2027018.

Upon approval of the budget transfer, the total available budget for Project No. 2027018 will be \$229,000, which is sufficient to cover the construction contract award of \$228,736.20.

Attachments

Bid Ad Yuma Sun

Bid Ad Bajo El Sol

Senior Center Renovation RFB DOCUMENTS

Senior Center Renovation PLANS and ADDENDA

Bid Tabulation

Contract

AFFP
YS - SENIOR CENTER RENOVATION

Affidavit of Publication

STATE OF AZ } SS
COUNTY OF YUMA }

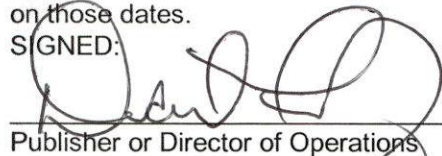
Lisa Reilly or David Fornof, being duly sworn, says:

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:

08/02/2026 08/09/2026

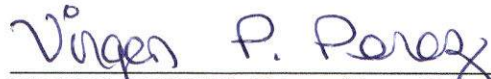
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Publisher or Director of Operations

Subscribed to and sworn to me this 9th day of August 2026.

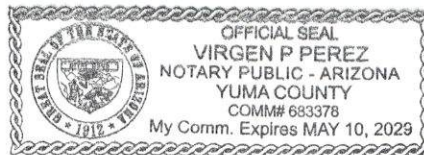


VIRGEN P PEREZ, Notary, Yuma County, AZ

My commission expires: May 10, 2029

38831 614750

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



Ad text :

REQUEST FOR PROPOSALS

CITY OF SAN LUIS, ARIZONA

CITY OF SAN LUIS SENIOR CENTER RENOVATION PROJECT

2027-RFB-00000001

NOTICE IS HEREBY GIVEN THAT sealed bids will be received through the Procurement Portal at <https://procurement.opengov.com/portal/sanluisaz>, until 11:00 A.M. (M.S.T.) on Tuesday, August 25, 2026, for furnishing all labor, materials, equipment, tools and performing all services required for the City of San Luis Senior Center Renovation Project and work incidental thereto. The job consists of demolition of wall in large common area, opening of a wall section, floor replacement in most of the facility, and renovation of two restrooms, following the plans prepared by Thompson Design Architects.

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

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

A Non-Mandatory Pre-Bid Conference will be held at Senior Center, 790 E. Cesar Chavez Blvd. San Luis, AZ 85349 on Tuesday, August 11, 2026, at 2:30 pm (M.S.T.) to discuss specifications and any questions Bidders may have. All bidders are encouraged to visit the project site prior to bidding. The Pre-bid conference may also be attended virtually via the following link: Pre-Bid Meeting - City of San Luis Senior Center Renovation Project. Meeting ID: 275 617 538 622 106 Passcode: xv6yh7AB

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

Bids will be publicly opened at the City of San Luis City Hall, Pedro Julian Conference Room, 1090 E. Union St. San Luis, AZ 85349 on Tuesday, August 25, 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 Senior Center Renovation Project Meeting ID: 292 684 522 893 525 Passcode: GF6227CQ

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: August 2, 9, 2026 ? 614750^

(928) 783-443

Bid Proposals

Bid Proposals



**REQUEST FOR PROPOSALS
CITY OF SAN LUIS, ARIZONA
CITY OF SAN LUIS SENIOR CENTER
RENOVATION PROJECT
2027-RFB-00000001**

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City of San Luis, Arizona

Jenny Torres, City Manager

Yuma Sun: August 2, 9, 2026 - 614750

AFFP
BES- SENIOR CENTER RENOV

Affidavit of Publication

STATE OF AZ } SS
COUNTY OF YUMA }

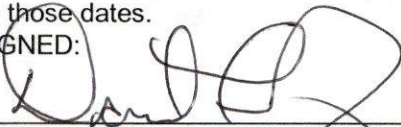
Lisa Reilly or David Fornof, being duly sworn, says:

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

08/07/2026 08/14/2026

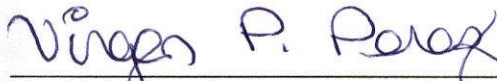
That said newspaper was regularly issued and circulated
on those dates.

SIGNED:



Publisher or Director of Operations

Subscribed to and sworn to me this 14th day of August 2026.

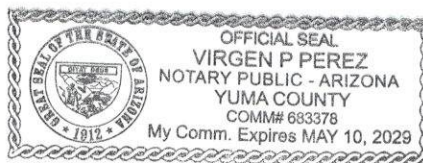


VIRGEN P PEREZ, Notary, Yuma County, AZ

My commission expires: May 10, 2029

38831 614912

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



Ad text :

REQUEST FOR PROPOSALS

CITY OF SAN LUIS, ARIZONA

CITY OF SAN LUIS SENIOR CENTER RENOVATION PROJECT

2027-RFB-00000001

NOTICE IS HEREBY GIVEN THAT sealed bids will be received through the Procurement Portal at <https://procurement.opengov.com/portal/sanluisaz>, until 11:00 A.M. (M.S.T.) on Tuesday, August 25, 2026, for furnishing all labor, materials, equipment, tools and performing all services required for the City of San Luis Senior Center Renovation Project and work incidental thereto. The job consists of demolition of wall in large common area, opening of a wall section, floor replacement in most of the facility, and renovation of two restrooms, following the plans prepared by Thompson Design Architects.

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

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

A Non-Mandatory Pre-Bid Conference will be held at Senior Center, 790 E. Cesar Chavez Blvd. San Luis, AZ 85349 on Tuesday, August 11, 2026, at 2:30 pm (M.S.T.) to discuss specifications and any questions Bidders may have. All bidders are encouraged to visit the project site prior to bidding. The Pre-bid conference may also be attended virtually via the following link: Pre-Bid Meeting - City of San Luis Senior Center Renovation Project. Meeting ID: 275 617 538 622 106 Passcode: xv6yh7AB

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

Bids will be publicly opened at the City of San Luis City Hall, Pedro Julian Conference Room, 1090 E. Union St. San Luis, AZ 85349 on Tuesday, August 25, 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 Senior Center Renovation Project Meeting ID: 292 684 522 893 525 Passcode: GF6227CQ

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

City of San Luis, Arizona

Jenny Torres, City Manager

Bajo El Sol: 7 y 14 de agosto del 2026 - 614912

door. Great for garage or budget project. \$20/ea/OBO. (360) 672-1580 Message/Text

Estee Lauder Pleasures Perfume
3.4 oz (half full) and a small spray bottle for sale
Both for \$30
Text to (928) 210-5616

Jeep YJ Rear Shock Mount Extenders from Moore Parts
After market, New, Heavy Duty. Extends range for longer rear shocks. Easy to install.
\$80/OBO (360) 672-1580
Leave message or text.

Jeep YJ Slip Yoke Rear Drive Shaft
In great condition. Was in a '91 Wrangler.
\$80/OBO (360) 672-1580
Leave message or text.

Casas Rodantes

WE BUY PARK MODELS!
Call Claudia
1-928-503-7746

WE BUY PARK MODELS!
Call Claudia
1-928-503-7746



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UMASUN.COM

Bid Proposals

Bid Proposals



REQUEST FOR PROPOSALS
CITY OF SAN LUIS, ARIZONA
CITY OF SAN LUIS SENIOR CENTER
RENOVATION PROJECT

2027-RFB-00000001

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City of San Luis, Arizona

Jenny Torres, City Manager

Bajo El Sol 7 y 14 de agosto del 2026 - 614912

Gracias por leer Bajo el Sol

Bajo El Sol - Aug. 14, 2026



CITY OF SAN LUIS
REQUEST FOR BID (RFB)
FOR
CITY OF SAN LUIS SENIOR CENTER RENOVATION PROJECT
2027-RFB-00000001

SEALED REQUEST FOR BID DEADLINE
Tuesday, August 25, 2026, 11:00 am

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

TABLE OF CONTENTS
CITY OF SAN LUIS
undefined

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

Attachments:

- A - Contractor's Affidavit Regarding Settlement of Claims
- B - 2026 Senior Center Renovation Plans by Thompson Design Architects 7.30.26
- C - ADDENDUM 001_COSL SENIOR CTR RENOV_DRWGS 8_17_2026
- D - Light Fixture Specs_COSL SENIOR CTR REMODEL
- E - Plumbing Fixture Specs_COSL SENIOR CTR REMODEL
- F - Pre Bid Meeting Sign In Sheet - Senior Center Renovation Project
- G - Staging Area Location - Senior Center Renovation

ADVERTISEMENT FOR BIDS

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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 Thursday, August 13, 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 2:30 pm at the Senior Center, 790 E. Cesar Chavez Blvd. San Luis, AZ 85349 on Tuesday, August 11, 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 Tuesday, August 25, 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:	August 2, 2026
-------------------------------------	----------------

Advertisement/Release Project Date:	August 9, 2026
Pre-Bid Meeting (Non-Mandatory):	August 11, 2026, 2:30pm Senior Center, 790 E. Cesar Chavez Blvd. San Luis, AZ 85349
Question Submission Deadline:	August 13, 2026, 6:00pm
Question Response Deadline:	August 18, 2026, 6:00pm
Bid Opening:	August 25, 2026, 11:00am
Contractor Selection Date:	August 26, 2026
Council Meeting:	September 9, 2026, 6:00pm

3.2. PROJECT NAME, LOCATION, AND OVERVIEW

PROJECT NAME:

The name of this project is **City of San Luis Senior Center Renovation Project**. All correspondence and documents are to reference “City of San Luis Senior Center Renovation 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 790 E Cesar Chavez Blvd. San Luis, AZ 85349.

OVERVIEW:

The **City of San Luis Senior Center Renovation 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 Senior Center Renovation Project**.

The City of San Luis is seeking qualified contractors to furnish all labor, materials, equipment, tools and performing all services required for the Senior Center Renovation Project. The proposed work is located within the limits of the City of San Luis, Arizona. The work consists of, but is not limited to demolition of wall in large common area, opening of a wall section, floor replacement in most of the facility, and renovation of two restrooms, following the plans prepared by Thompson Design Architects. Project is to be completed in no later than 90 days.

PROPOSAL KIT

1. Proposal*

Project Name: City of San Luis Senior Center Renovation 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 (Ten) 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

SENIOR CENTER RENOVATION PROJECT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Remodel of Senior Center (Excluding East Staff Restrooms)	1	Lump Sum		
2	East Restrooms Remodel	1	Lump Sum		
3	5% Contingency of Total (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.

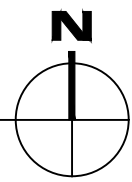
14.15 Further Acts Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Contract.

SAN LUIS SENIOR CENTER RENOVATION

790 E. CESAR CHAVEZ BLVD.
SAN LUIS, ARIZONA 85349



VICINITY MAP - CITY OF SAN LUIS



PROJECT DATA

APPLICABLE CODES	2024 INTERNATIONAL BUILDING CODE 2012 IMC 2012 IPC 2012 IFGC 2020 NEC 2010 ADA 2018 NFPA 1 (FIRE CODE) 2009 IECC (International Energy Conservation Code)	
ADDRESS:	790 E. CESAR CHAVEZ BLVD. SAN LUIS, ARIZONA 86349	
OCCUPANCY:	A-3, B (NO CHANGE)	
CONSTRUCTION TYPE:	VB	
EXISTING BUILDING: (RESTROOMS, DATA, JANITOR, STORAGE, LOCKER)	7,692 S.F.	-1,579 S.F.
NET S.F.	6,113 S.F.	
OCCUPANCY SEPARATION:	N/A	
OCCUPANT LOAD:	A3: 4,708 S.F./15 = 314 O.L. B 1,405 S.F./150 = 9 O.L. TOTAL OCCUPANT LOAD: 323 O.L. (162 MEN, 162 WOMEN)	
PLUMBING REQUIREMENTS:	TOTAL OCCUPANT LOAD: 323 W.C. REQUIREMENTS: MEN: 1 PER 25 (FIRST 50), THEN 1/50 WOMEN: 1 PER 25 (FIRST 50), THEN 1/50 LAVATORIES: 1 PER 40 (FIRST 80), THEN 1/80	
	WATER CLOSETS:	REQD. PROVIDED
	MEN:	4 4
	WOMEN:	4 6
	URINALS:	2
	LAVATORIES:	3 EACH 5 EACH
	SERVICE SINK:	1 EXISTING
SPRINKLER SYSTEM:	EXISTING	
PARKING:	PARKING EXISTING	

DRAWING INDEX

ARCHITECTURAL	
A1.1	DEMOLITION/NEW CONSTRUCTION FLOOR PLAN
A1.2	OVERALL NEW CONSTRUCTION PLAN
A1.3	ENLARGED RESTROOM PLANS, INTERIOR ELEVLS.
A2.1	REFLECTED CEILING PLAN
STRUCTURAL	
S1.1	GENERAL STRUCTURAL NOTES
S1.2	STRUCTURAL TYPICAL DETAILS
S2.1	FOUNDATION PLAN
S3.1	ROOF FRAMING PLAN
S4.1	FRAMING DETAILS

SAN LUIS SENIOR CENTER RENOVATION

790 E. CESAR CHAVEZ BLVD.
SAN LUIS, ARIZONA 85349

ADDENDUM 1

CONSULTANTS

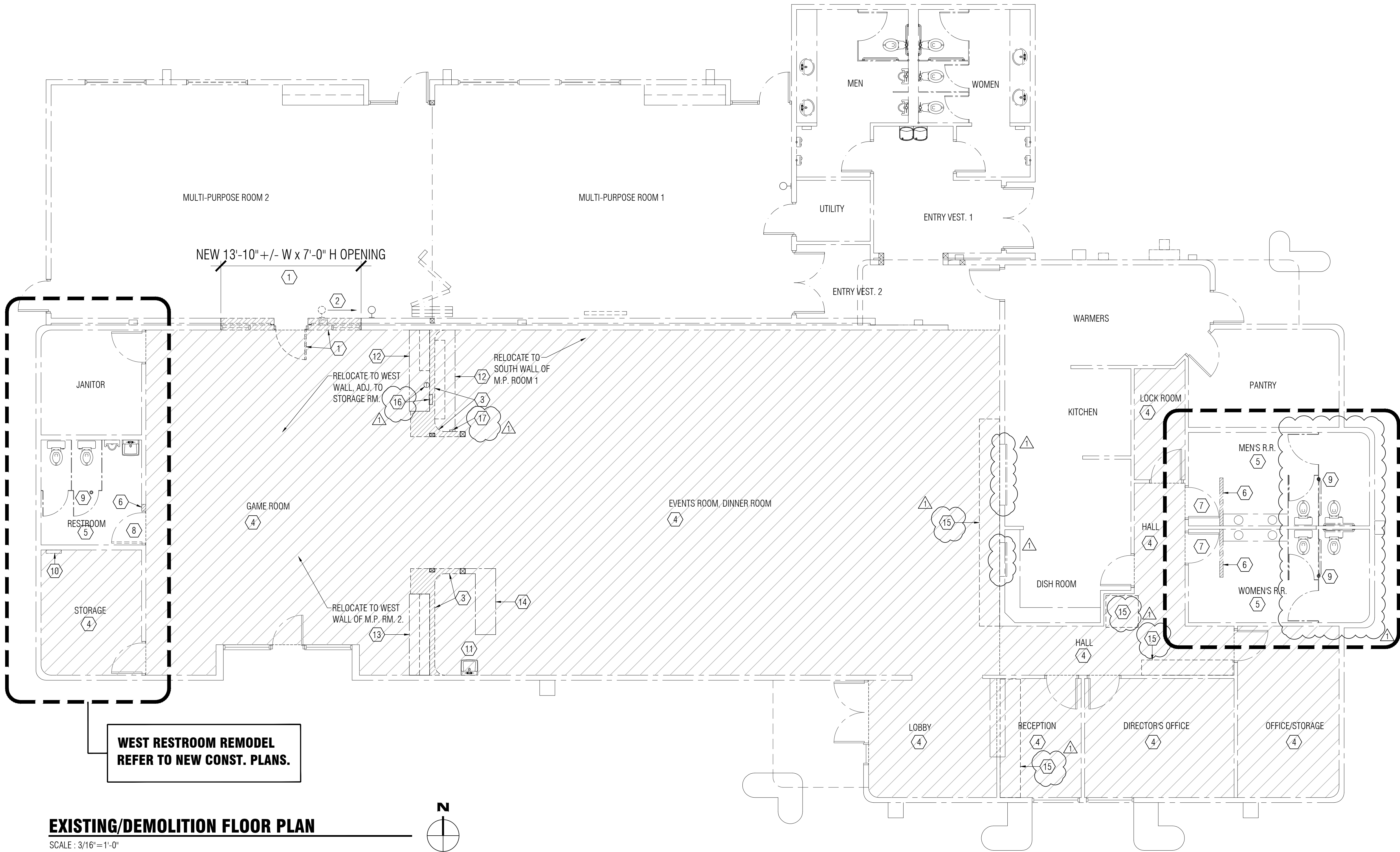
STRUCTURAL ENGINEER

NICKLAUS ENGINEERING, INC.
1851 WEST 24TH STREET
YUMA, ARIZONA 85364
TEL. (928) 344-8374

thompson
design
architects
pc

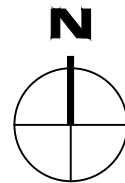


675 west 16th street
yuma, arizona 85364
tel (928) 343-1694



EXISTING/DEMOLITION FLOOR PLAN

SCALE : 3/16"=1'-0"



EXISTING/DEMOLITION KEYNOTES

- 1 REMOVE ANY EXISTING WINDOWS, DOORS AND PORTION OF WALLS TO CREATE NEW OPENING. REMOVE ANY EXISTING UTILITIES TO ORIGINATING SOURCE. REFER TO NEW CONSTRUCTION AND STRUCTURAL PLANS.
- 2 RELOCATED AND REINSTALL EXISTING FIRE EXTINGUISHER TO NEW LOCATION INDICATED.
- 3 REMOVE PORTION OF EXISTING WALLS INDICATED. REFER TO STRUCTURAL PLANS FOR NEW FRAMING REQUIRED. REMOVE ANY EXISTING UTILITIES TO ORIGINATING SOURCE. RELOCATE ANY SWITCHES TO NORTH WALL, ADJACENT TO NEW OPENING. VERIFY WITH OWNER. SHORE UP ANY PORTION OF WALLS/PARAPETS AS REQUIRED PRIOR TO REMOVAL OF ANY COLUMNS OR WALLS.
- 4 REMOVE ANY EXISTING FLOORING AND BASE FOR REPLACEMENT WITH NEW. AREA INDICATED BY CROSS HATCH.
- 5 EXISTING STAFF RESTROOM AND WEST RESTROOM TO BE REMODELED. REMOVE THE FOLLOWING FOR REPLACEMENT WITH NEW.
 - A REMOVE EXISTING FLOORING & BASE.
 - B REMOVE ANY CERAMIC TILE WAINSCOT.
 - C REMOVE EXISTING COUNTERTOP, WHERE APPLICABLE.
 - D REMOVE EXISTING PLUMBING FIXTURES. REMOVE CENTER WATER CLOSET AND CAP OFF UTILITIES. REMOVE URINAL AT WEST RESTROOM AND CAP OFF UTILITIES.
 - E REMOVE EXISTING TOILET PARTITIONS AND ACCESSORIES.
 - F REMOVE EXISTING LIGHT FIXTURES.
- 6 REMOVE PORTION OF EXISTING WALL. REFER TO NEW CONST.
- 7 PREPARE EXISTING DOOR FOR NEW FINISH.
- 8 REMOVE EXISTING DOOR & FRAME.
- 9 REMOVE EXISTING FLOOR DRAIN FOR REPLACEMENT WITH NEW.
- 10 EXISTING TANKLESS WATER HEATER TO REMAIN.
- 11 EXISTING SINK TO REMAIN.
- 12 REMOVE EXISTING BASE CABINETS, ONLY, FOR RELOCATION. REFER TO NEW CONSTRUCTION PLAN FOR NEW LOCATION. REMOVE UPPER CABINETS & SALVAGE TO OWNER FOR FUTURE RELOCATION.
- 13 REMOVE EXISTING BASE & UPPER CABINETS FOR RELOCATION. REFER TO NEW CONSTRUCTION PLAN.
- 14 REMOVE EXISTING CABINET AND SALVAGE TO OWNER.
- 15 EXISTING CABINETS TO REMAIN. TEMPORARILY REMOVE & REINSTALL FOR NEW FLOORING WORK, TYPICAL.
- 16 RELOCATE EXISTING ELECTRICAL PANEL AND T-STAT. REFER TO NEW CONSTRUCTION PLAN FOR NEW LOCATION.
- 17 RELOCATE EXISTING FIRE ALARM PULL STATION & STROBE. REFER TO NEW CONSTRUCTION PLAN FOR NEW LOCATION.

STAFF RESTROOM REMODEL
REFER TO NEW CONST. PLANS.

WEST RESTROOM REMODEL
REFER TO NEW CONST. PLANS.

SCOPE OF DEMOLITION

IT IS INTENDED TO REMOVE AND DISPOSE OF ALL MATERIALS AND EQUIPMENT AS NOTED. STRUCTURAL ELEMENTS AND ELEMENTS NOTED TO REMAIN ARE TO BE PROTECTED FROM DAMAGE DURING DEMOLITION. QUESTIONS OF REMOVAL INTENT OR PROCEDURE ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.

IT IS THE RESPONSIBILITY OF THE DEMOLITION CONTRACTOR TO COMPLETELY FAMILIARIZE HIMSELF WITH THE INTERIOR AND EXTERIOR CONTENTS OF THE BUILDING TO BE REMOVED AND THE SITE UTILITIES. CONTRACTOR TO COORDINATE TERMINATION OF EXISTING UTILITIES TO PROVIDE FOR THE WORK.

THESE DRAWINGS DO NOT DEPICT ALL THE DIFFICULTIES INVOLVED WITH THE DEMOLITION WORK AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE REMOVAL OF ITEMS NOT SHOWN TO PROVIDE FOR THE NEW CONSTRUCTION AND NEW FINISHES AS NECESSARY. IF THERE IS A QUESTION, ASK.

DEMOLITION NOTE

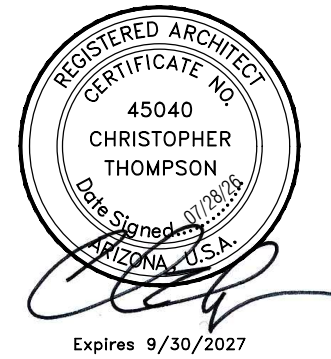
CONTRACTOR SHALL TAKE GREAT CARE DURING DEMOLITION TO VERIFY & DETERMINE WHICH EXISTING WALLS ARE STRUCTURAL BEARING WALLS. INITIALLY REMOVE EXISTING GYP. BOARD AT WALLS TO BE REMOVED TO EXPOSE ANY EXISTING POSTS, BEAMS OR OTHER STRUCTURAL ELEMENTS. CONTRACTOR SHALL NOTIFY ARCHITECT OF SUCH FINDINGS BEFORE PROCEEDING WITH DEMOLITION.

SAN LUIS SENIOR CENTER
RENOVATION

790 E. CESAR CHAVEZ BLVD.
SAN LUIS, ARIZONA 85349

thompson
design
architects
pc

675 WEST 16TH STREET
SUITE 100, PHOENIX, ARIZONA 85004
TEL: (602) 344-1694



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DATE: APRIL 2026

REVISIONS

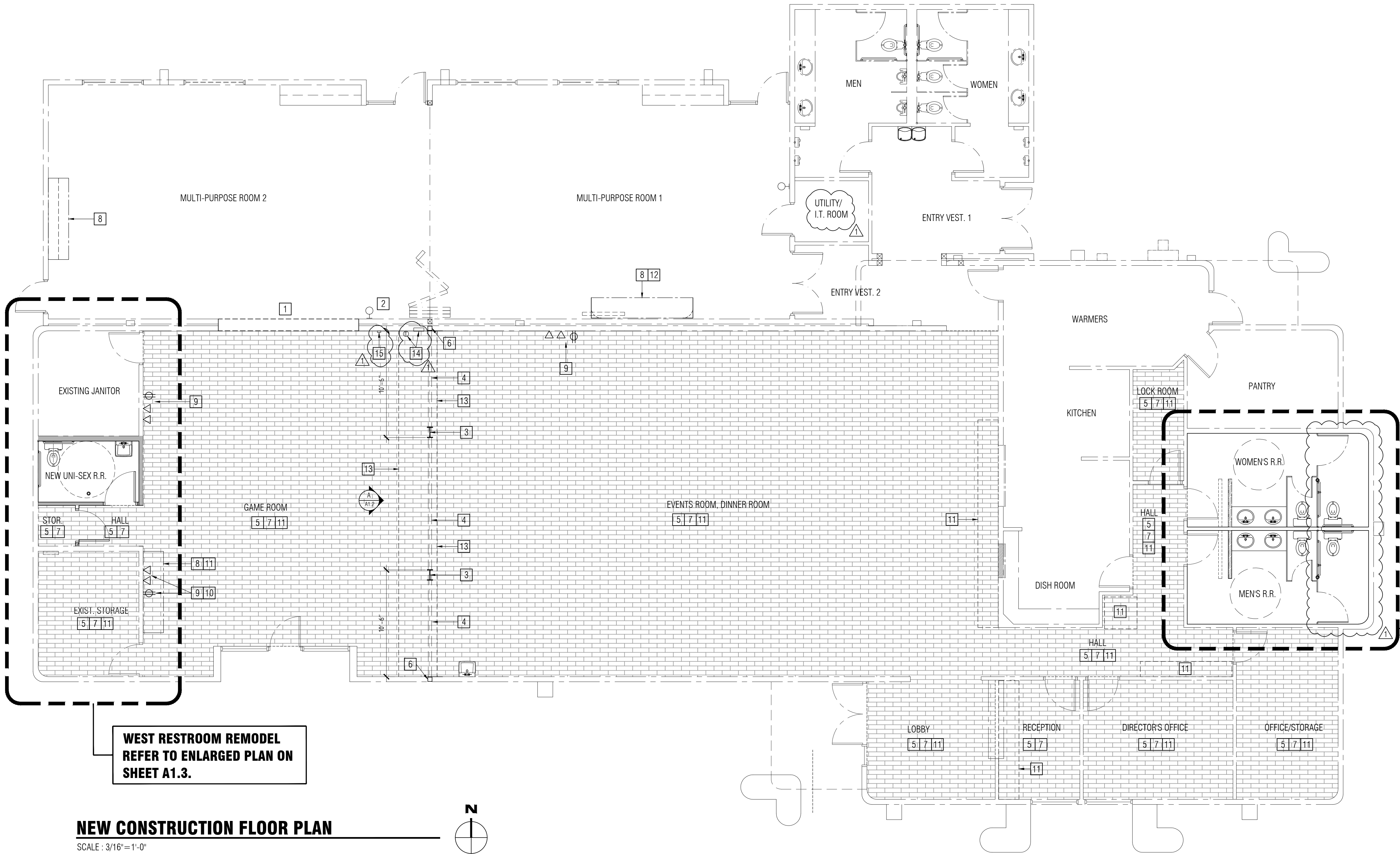
RESPONSE TO PRE-BID
COMMENTS.

DEMO/NEW CONST. FLOOR PLAN

ADDENDUM 1

A1.1

CONSTRUCTION DOCUMENTS



- NEW CONSTRUCTION KEYNOTES** 1
- 1

NEW OPENING. FINISH WALLS WITH 5/8" GYP. BOARD. TAPED, TEXTURED AND PAINTED TO MATCH EXISTING. PATCH AND REPAIR FLOOR TO MATCH EXISTING. FIELD VERIFY ACTUAL OPENING WIDTH. REFER TO STRUCTURAL PLANS.
- 2

NEW LOCATION OF EXISTING FIRE EXTINGUISHER.
- 3

NEW W12x35 COLUMN, PRIMED & PAINTED. SAW CUT AND REMOVE PORTION OF CONCRETE AS REQUIRED FOR NEW FOOTINGS. REFER TO DETAILS AND STRUCTURAL PLANS.
- 4

NEW STEEL BEAM ABOVE, WITHIN NEW SOFFIT. BOTTOM OF BEAMS AT 6" ABOVE EXISTING SUSPENDED ACOUSTICAL CEILING. REFER TO STRUCTURAL PLANS.
- 5

PATCH, REPAIR & REPAINT ALL WALLS.
- 6

NEW STEEL COLUMN & FOOTING. SAW CUT AND REMOVE PORTION OF CONCRETE AS REQUIRED FOR NEW FOOTINGS. REFER TO STRUCTURAL PLANS.
- 7

PROVIDE & INSTALL NEW CERAMIC TILE PLANK FLOORING WITH CERAMIC TILE BASE AT AREAS INDICATED BY HATCH PATTERN. CERAMIC TILE SHALL BE DALTILE, SADDLE BROOK FARMHOUSE, 6"x36". ALL TOP OF CERAMIC TILE BASE AND WAINSCOT TO RECEIVE SCHLUTER TRIM. ALL INTERSECTION OF CERAMIC TILE BASE AND WAINSCOT WITH CERAMIC TILE FLOOR TO RECEIVE SCHLUTER TRIM. MATCH EXISTING NORTH EXPANSION AND RESTROOM. REFER TO NOTE 11.
- 8

RELOCATED AND RECONNECTED CABINETS. VERIFY LOCATION WITH OWNER.
- 9

NEW POWER AND 2 CAT 6 DATA PORTS FOR TV AT 72" A.F.F. CONNECT NEW POWER TO EXISTING CIRCUIT. EACH DATA PORT LOCATION SHALL BE COMPRISED OF A SINGLE GANG BOX WITH 2 DATA PORTS. EACH BOX WILL REQUIRE 2 CAT-6 CABLES RUN TO THE IT ROOM. SEE DATA CABLE NOTES BELOW. VERIFY LOCATION WITH OWNER.
- 10

NEW POWER AT 72" A.F.F. FOR T.V. CONNECT NEW POWER TO EXISTING CIRCUIT. VERIFY LOCATION WITH OWNER. COORDINATE WITH RELOCATED CABINET.
- 11

CONTRACTOR SHALL TEMPORARILY REMOVE ALL CABINETS, SHELVES, COUNTERS OR OTHER FLOOR MOUNTED ITEMS TO ALLOW FOR THE INSTALLATION OF THE NEW FLOORING UNDER SUCH ITEMS. CONTRACTOR SHALL REINSTALL ALL ITEMS BACK TO ORIGINAL LOCATIONS UPON COMPLETION OF NEW FLOORING WORK.
- 12

RELOCATED CABINET WITH CURVED CORNERS. MODIFY CABINET TO HIDE CURVED CORNERS AND REPLACE EXISTING CURVED COUNTER TOP WITH A NEW RECTANGULAR SOLID SURFACE COUNTER TOP. SOLID SURFACE EQUAL TO HI-MAC. NEW SOFFIT ABOVE. REFER TO DETAIL AND REFLECTED CEILING PLAN.
- 13

NEW SOFFIT ABOVE. REFER TO DETAIL AND REFLECTED CEILING PLAN.
- 14

RELOCATED ELECTRICAL PANEL AND T-STAT.
- 15

RELOCATED FIRE ALARM PULL STATION & STROBE.
- WEST RESTROOM REMODEL
REFER TO ENLARGED PLAN ON SHEET A1.3.
- STAFF RESTROOM REMODEL
REFER TO ENLARGED PLAN ON SHEET A1.3.

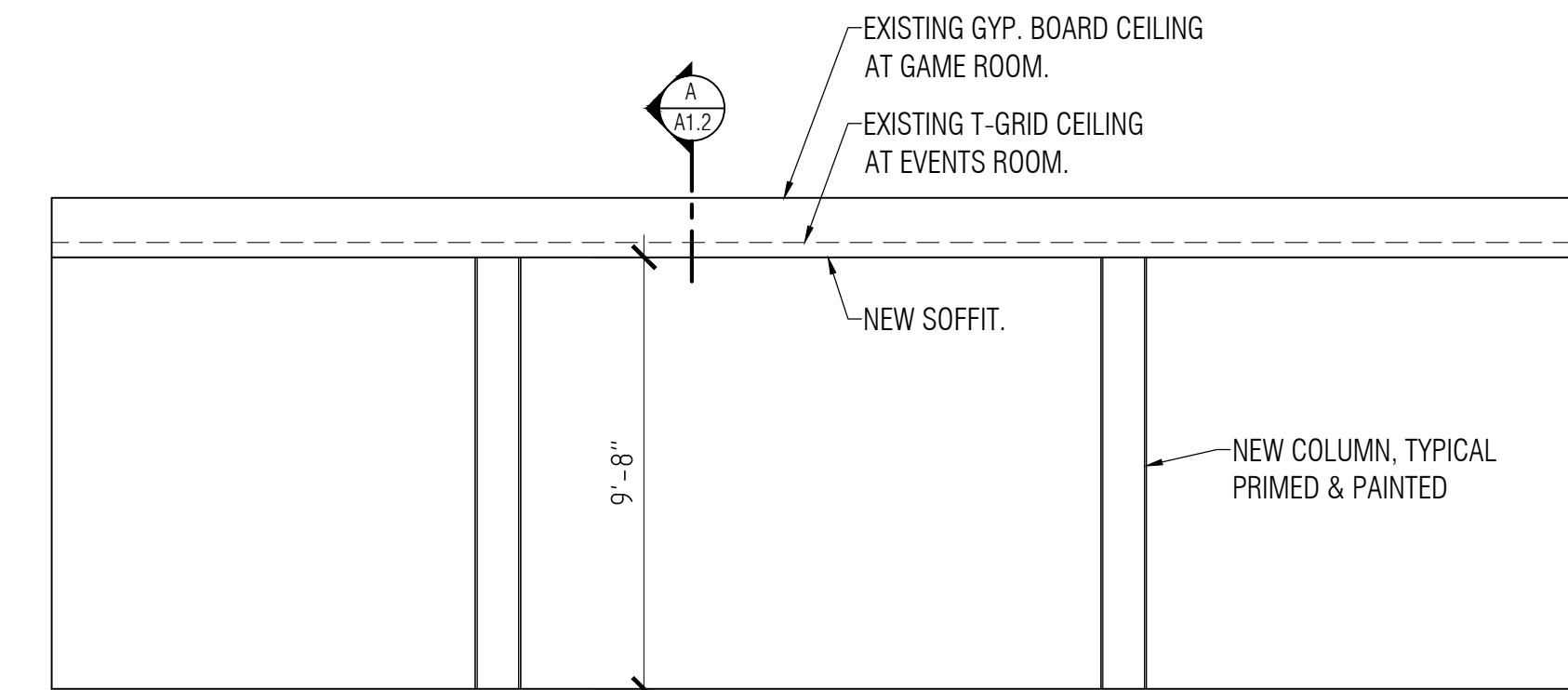
- DATA CABLE NOTES:**
- 1

DATA CABLE SHALL BE CAT6 UTP ETHERNET CABLE, SOLID, 1000MBPS/10GBPS, 550 MHZ, 23AWG PURE BARE COPPER, CMP/FT6 PLENUM, ETL VERIFIED, BLUE, TAA COMPLIANT (STARTECH.COM WIRC6CMPBLU).
- 2

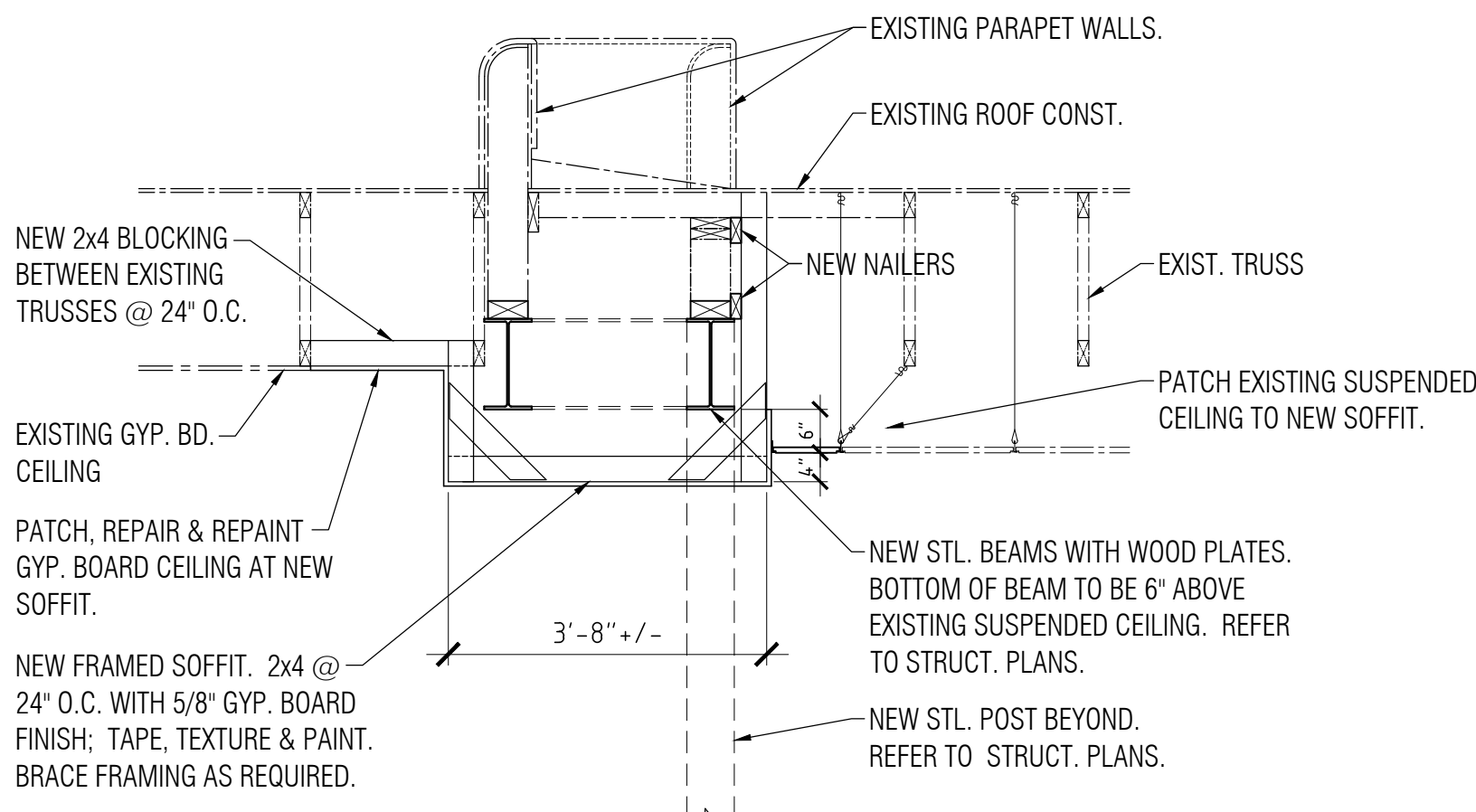
CAT6 MODULAR PLUGS SHALL BE RJ45 PASS-THROUGH UTP WITH 50uM GOLD PLATED CONTACTS (TRIPP LITE N232-100-UTP).
- 3

WALL PLATES SHALL BE DUAL OUTLET RJ45 UNIVERSAL KEYSTONE FACE PLATES, TAA COMPLIANT.

NEW CONSTRUCTION FLOOR PLAN
SCALE : 3/16"=1'-0"



INTERIOR ELEVATION A
SCALE : 1/4"=1'-0"



DETAIL A
SCALE : 1/2"=1'-0"

**SAN LUIS SENIOR CENTER
RENOVATION**
790 E. CESAR CHAVEZ BLVD.
SAN LUIS, ARIZONA 85349

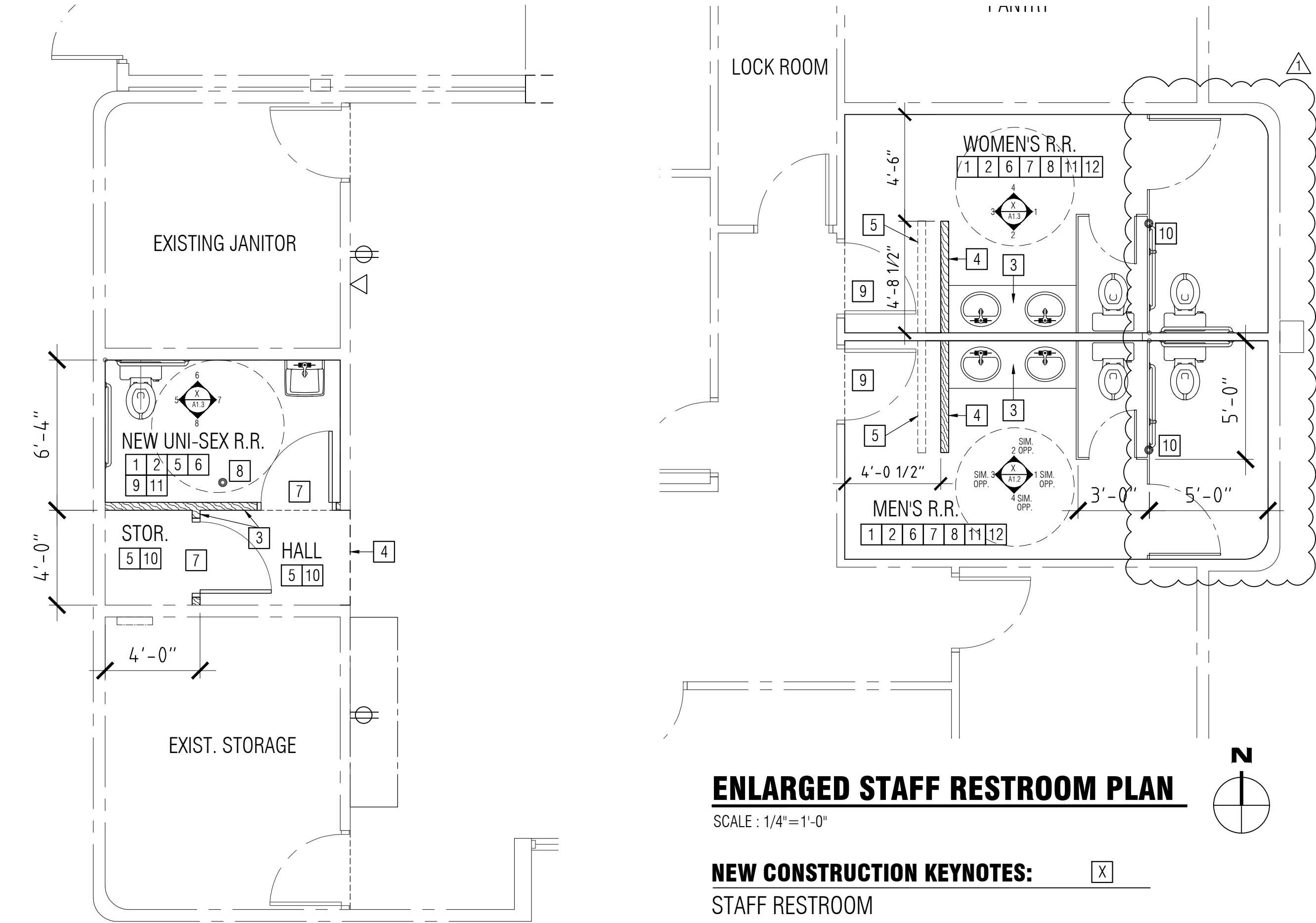
thompson
design
architects
pc
670 WEST 16TH STREET
SUITE 1000A PHOENIX
AZ 85004
TEL: (602) 343-1694



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DEM/NEW CONST. FLOOR PLAN
A1.2
CONSTRUCTION DOCUMENTS

ADDENDUM 1



ENLARGED WEST UNI-SEX R.R. PLAN

SCALE : 1/4"=1'-0"

NEW CONSTRUCTION KEYNOTES:

WEST UNI-SEX RESTROOM

- 1 PROVIDE & INSTALL NEW CERAMIC TILE:
A FLOOR: DAL TILE, SADDLE BROOK FARMHOUSE, 6"x36".
B WAINSCOT: DAL TILE, SADDLE BROOK FARMHOUSE, 6"x36".

ALL TOP OF CERAMIC TILE BASE AND WAINSCOT TO RECEIVE SCHLUTER TRIM. ALL INTERSECTION OF CERAMIC TILE BASE AND WAINSCOT WITH CERAMIC TILE FLOOR TO RECEIVE SCHLUTER TRIM. MATCH EXISTING NORTH EXPANSION AND RESTROOM.

- 2 PROVIDE & INSTALL NEW WATER CLOSETS AND LAVATORIES WITH NEW SUPPLIES AND SHUT-OFFS. MODIFY PLUMBING AS REQUIRED. ADA WATER CLOSET TO BE INSTALLED AT PREVIOUS LOCATION.
- 3 PROVIDE & INSTALL NEW WALL. 2x4 WOOD STUDS AT 16" O.C. WITH 5/8" W.R. GYP. BOARD ON ALL SIDES; TAPED, TEXTURED & PAINTED WITH CERAMIC TILE WAINSCOT ON RESTROOM SIDE. BASE AT EXTERIOR SIDE OF WALL TO BE 4" RUBBER BASE, MATCH EXISTING.
- 4 PATCH AND REPAIR CEILING AT PREVIOUS WALL LOCATION.
- 5 PATCH, REPAIR AND REPAINT ALL WALLS AND CEILING.
- 6 PROVIDE & INSTALL ALL NEW TOILET ACCESSORIES. REFER TO INTERIOR ELEVATIONS.
- 7 NEW 3068 S.C. WOOD DOOR WITH H.M. FRAME. DOOR TO BE STAIN GRADE. PROVIDE FOLLOWING HARDWARE AT NEW DOORS.
RESTROOM DOOR: PRIVACY LOCK, WALL STOP, KICKPLATE.
STORAGE DOOR: STOREROOM LOCK, KEYPAD ACCESS, WALL STOP.

- 8 REPLACE EXISTING FLOOR DRAIN WITH NEW.
- 9 PROVIDE & INSTALL NEW LIGHT FIXTURES TO REPLACE EXISTING. NEW LIGHT FIXTURES TO MATCH NORTH RESTROOMS OR 1x4" FLAT PANEL LED LOW PROFILE LIGHTS. CONNECT TO EXISTING CIRCUITS. ADJUST LOCATIONS AS REQUIRED.
- 10 PROVIDE & INSTALL NEW CEILING LIGHT FIXTURE WITH SWITCH, WHERE APPLICABLE AND CONNECT TO EXISTING CIRCUITS. OWNER TO SELECT LIGHT FIXTURE.
- 11 PROVIDE & INSTALL NEW EXHAUST FAN TO REPLACE EXISTING. CONNECT TO EXISTING SYSTEMS & CIRCUITS.

ENLARGED STAFF RESTROOM PLAN

SCALE : 1/4"=1'-0"

NEW CONSTRUCTION KEYNOTES:

STAFF RESTROOM

- 1 PROVIDE & INSTALL NEW CERAMIC TILE:
A FLOOR: DAL TILE, SADDLE BROOK FARMHOUSE, 6"x36".
B WAINSCOT: DAL TILE, SADDLE BROOK FARMHOUSE, 6"x36".

ALL TOP OF CERAMIC TILE BASE AND WAINSCOT TO RECEIVE SCHLUTER TRIM. ALL INTERSECTION OF CERAMIC TILE BASE AND WAINSCOT WITH CERAMIC TILE FLOOR TO RECEIVE SCHLUTER TRIM. MATCH EXISTING NORTH EXPANSION AND RESTROOM.

- 2 PROVIDE & INSTALL NEW WATER CLOSETS AND LAVATORIES WITH NEW SUPPLIES AND SHUT-OFFS. MODIFY PLUMBING AS REQUIRED. ADA WATER CLOSET TO BE INSTALLED AT PREVIOUS LOCATION.
- 3 PROVIDE & INSTALL NEW SOLID SURFACE COUNTERTOP WITH 4" BACK SPLASH OVER NEW SUPPORT. REFER TO INT. ELEV. AND SECTION. SOLID SURFACE EQUAL TO HI-MACS.
- 4 PROVIDE & INSTALL NEW WALL. 2x4 WOOD STUDS AT 16" O.C. WITH 5/8" W.R. GYP. BOARD ON ALL SIDES; TAPED, TEXTURED & PAINTED & CERAMIC TILE WAINSCOT. ANCHOR TO FLOOR AND EXISTING CEILING STRUCTURE.
- 5 PATCH AND REPAIR WALL AND CEILING AT PREVIOUS WALL LOCATION.
- 6 PATCH, REPAIR AND REPAINT ALL WALLS AND CEILING OF RESTROOM.
- 7 PROVIDE & INSTALL ALL NEW TOILET ACCESSORIES. REFER TO INTERIOR ELEVATIONS.
- 8 PROVIDE & INSTALL NEW 1" THICK SOLID PLASTIC TOILET PARTITIONS. COLOR AND STYLE BY OWNER.
- 9 PATCH & RE-FINISH EXISTING DOORS.
- 10 REPLACE EXISTING FLOOR DRAIN WITH NEW.
- 11 PROVIDE & INSTALL NEW LIGHT FIXTURES TO REPLACE EXISTING. NEW LIGHT FIXTURES TO MATCH NORTH RESTROOMS OR 1x4" FLAT PANEL LED LOW PROFILE LIGHTS. CONNECT TO EXISTING CIRCUITS. ADJUST LOCATIONS AS REQUIRED.
- 12 PROVIDE & INSTALL NEW EXHAUST FAN TO REPLACE EXISTING. CONNECT TO EXISTING SYSTEMS & CIRCUITS.

TOILET ACCESSORIES

PTD - PAPER TOWEL DISPENSER, PACIFIC BLUE 59590, ULTRA BLACK, AUTOMATED TOWEL DISPENSER.
TPD - TOILET PAPER DISPENSER, BOBRICK B-2888.
SND - SANITARY NAPKIN DISPOSAL, BOBRICK B-270.
SD - SOAP DISPENSER, BOBRICK B-2111.
G.B. - GRAB BARS - 42", 36" & 18" VERT.
MIR - MIRROR, 24" x 36".
TSCD - TOILET SEAT COVER, B-221, STAINLESS STEEL.
T.P. - TOILET PARTITION - 1" THICK SOLID PLASTIC.
COLOR AND STYLE BY OWNER.

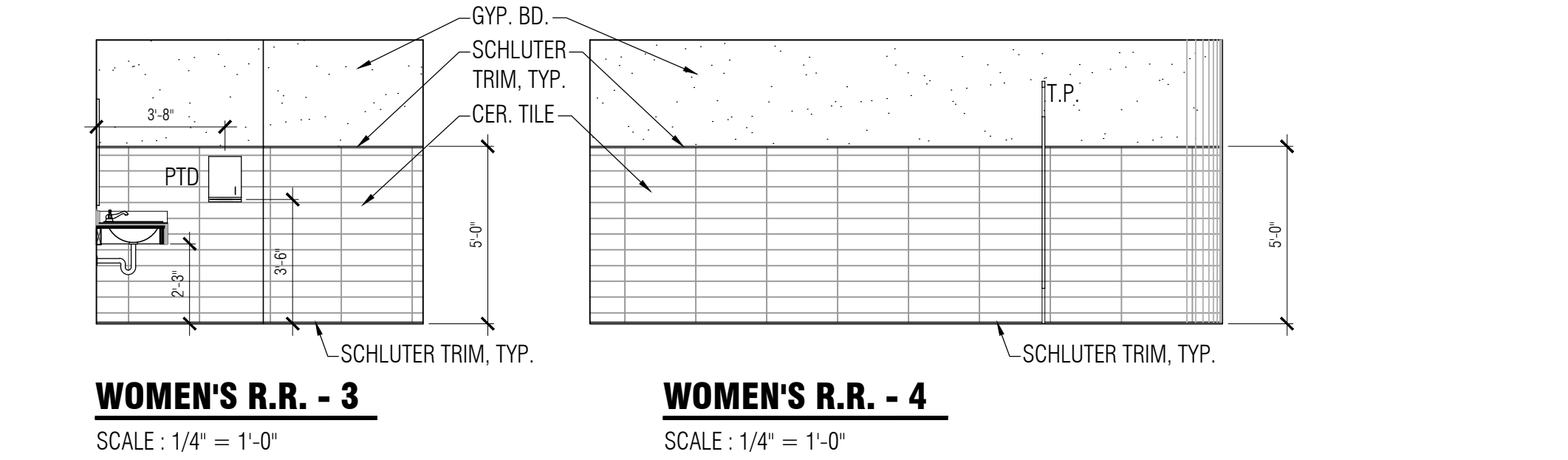
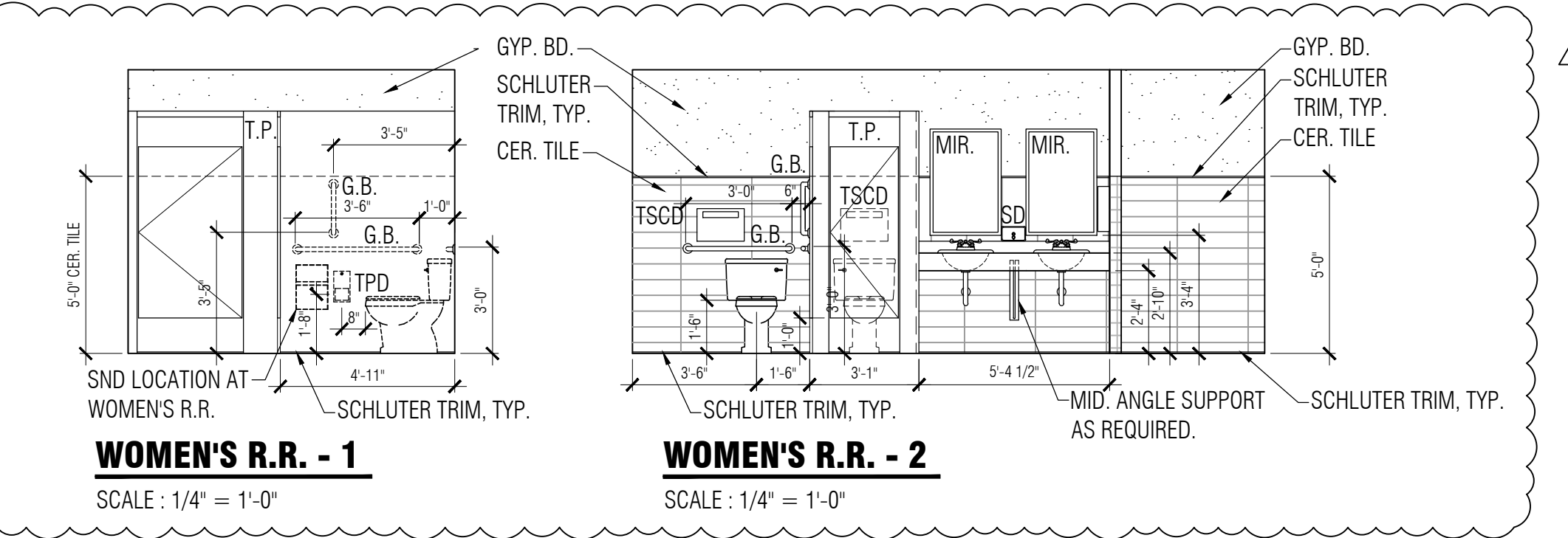
NOTES:

- 1 TOILET ACCESSORIES SHALL BE INSTALLED PER ADA REQUIREMENTS.
- 2 PROVIDE BLOCKING IN WALLS AS REQUIRED FOR MOUNTING OF ACCESSORIES.
- 3 ALL CERAMIC TILE TO BE INSTALLED OVER W.R. GREEN GYP. BOARD, UNLESS NOTED OTHERWISE. INSULATE ALL EXPOSED DRAIN LINES BELOW COUNTERTOP.
- 4 TOILET ACCESSORIES SHALL BE BOBRICK OR EQUAL, U.N.O.
- 5 CONTRACTOR TO PROVIDE AND INSTALL ALL NEW TOILET ACCESSORIES BASED ON SPECIFICATIONS AS PROVIDED BY OWNER.

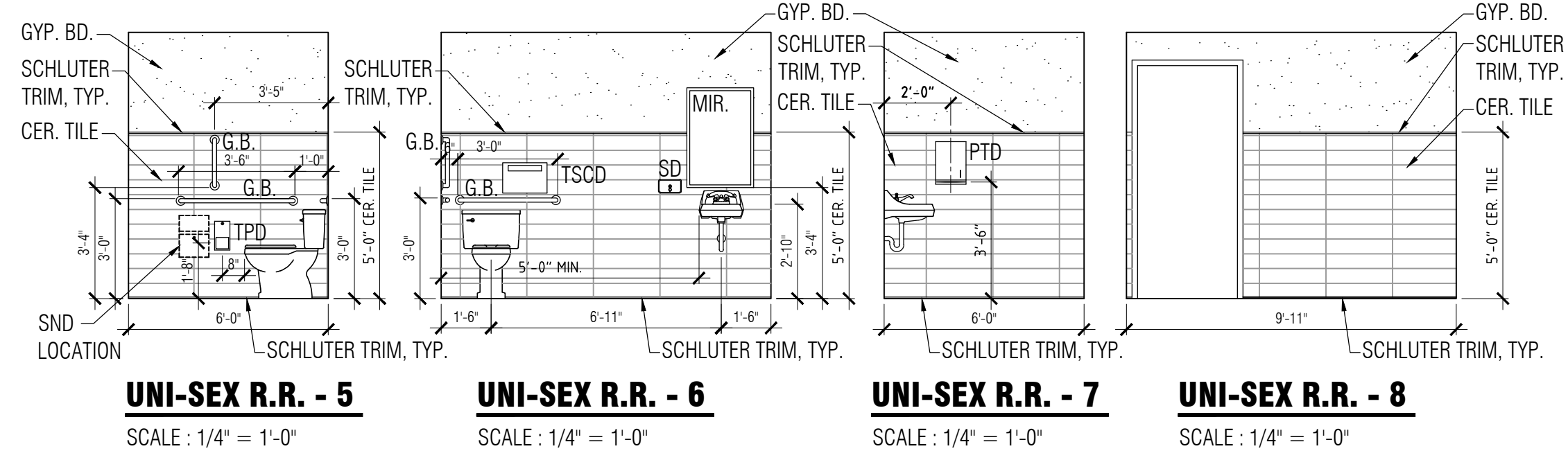
GENERAL NOTES

- 1 ALL PLUMBING WORK TO BE DONE TO LATEST PLUMBING CODE AS APPROVED BY THE GOVERNING JURISDICTION.
- 2 PLUMBING CONTRACTOR TO COORDINATE PLUMBING WORK WITH OTHER TRADES.
- 3 PLUMBING CONTRACTOR TO COORDINATE AND VERIFY PLUMBING EQUIPMENT REQUIREMENTS WITH THE MECHANICAL AND ELECTRICAL CONTRACTORS.
- 4 ALL H & C WATER CONNECTIONS TO SINKS, LAVS, TOILETS, SHOWERS & TUBS TO BE 1/2" U.N.O.
- 5 ALL ELECTRICAL WORK TO BE DONE TO LATEST ELECTRICAL CODE AS APPROVED BY THE GOVERNING JURISDICTION.
- 6 ELECTRICAL CONTRACTOR TO COORDINATE ELECTRICAL WORK WITH OTHER TRADES.
- 7 ELECTRICAL CONTRACTOR TO PROVIDE & INSTALL ALL ELECTRICAL FOR NEW HVAC EQUIPMENT. ELECTRICAL CONTRACTOR TO COORDINATE AND VERIFY ELECTRICAL EQUIPMENT REQUIREMENTS WITH THE HVAC AND PLUMBING CONTRACTORS.
- 8 ALL MECHANICAL WORK TO BE DONE TO LATEST MECHANICAL CODE AS APPROVED BY THE GOVERNING JURISDICTION.
- 9 MECHANICAL CONTRACTOR TO COORDINATE MECHANICAL WORK WITH OTHER TRADES.
- 10 HVAC CONTRACTOR TO COORDINATE AND VERIFY MECHANICAL EQUIPMENT REQUIREMENT WITH THE PLUMBING AND ELECTRICAL CONTRACTORS.
- 11 ALL BURIED NONMETALLIC PIPING SHALL BE IDENTIFIED WITH A MINIMUM #12 GA. SOLID COPPER INSULATED TRACER WIRE SECURELY ATTACHED TO PIPE OR WRAPPED AROUND THE PIPE. ATTACHMENTS SHALL BE PROVIDED AT MAXIMUM 20 FEET.

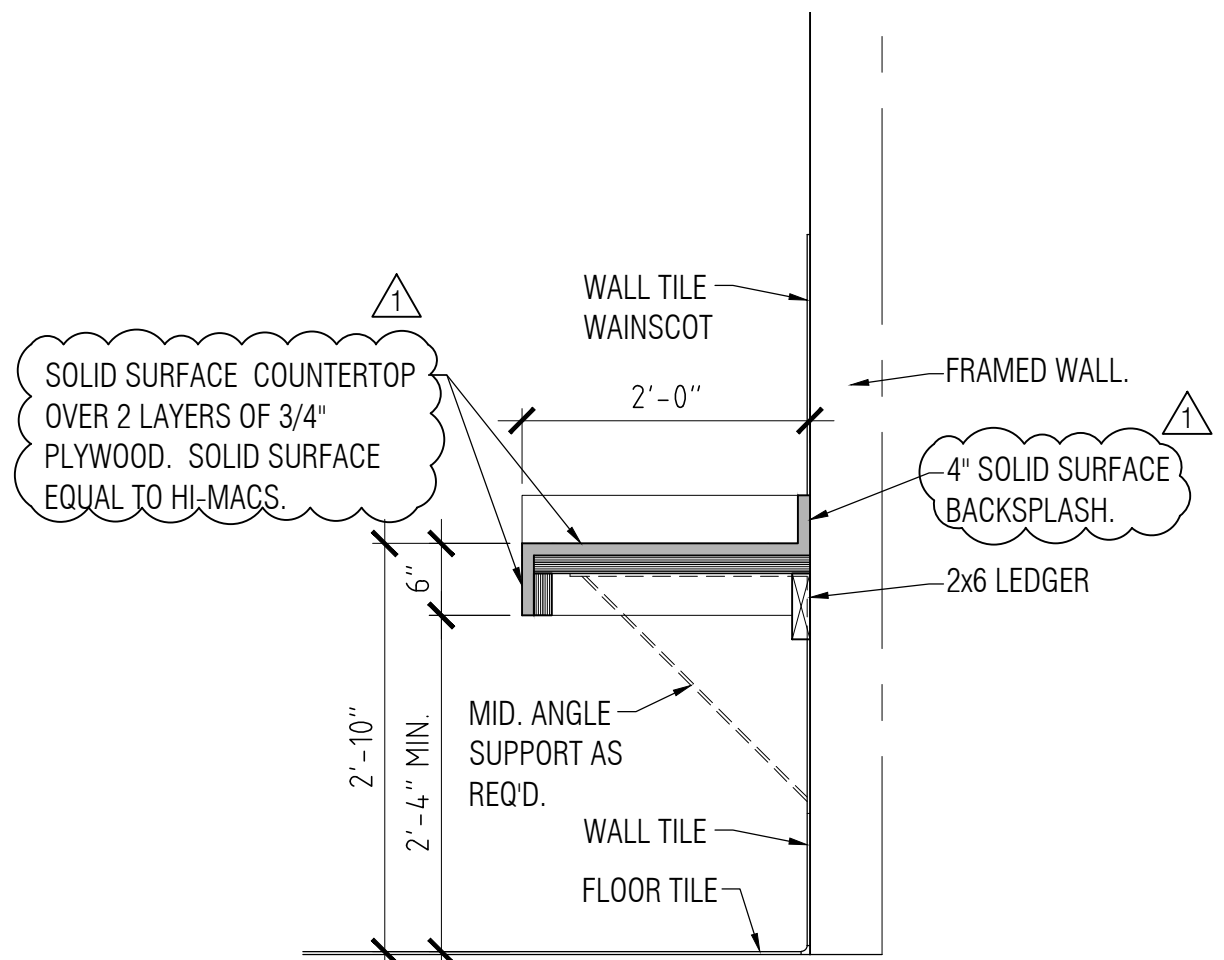
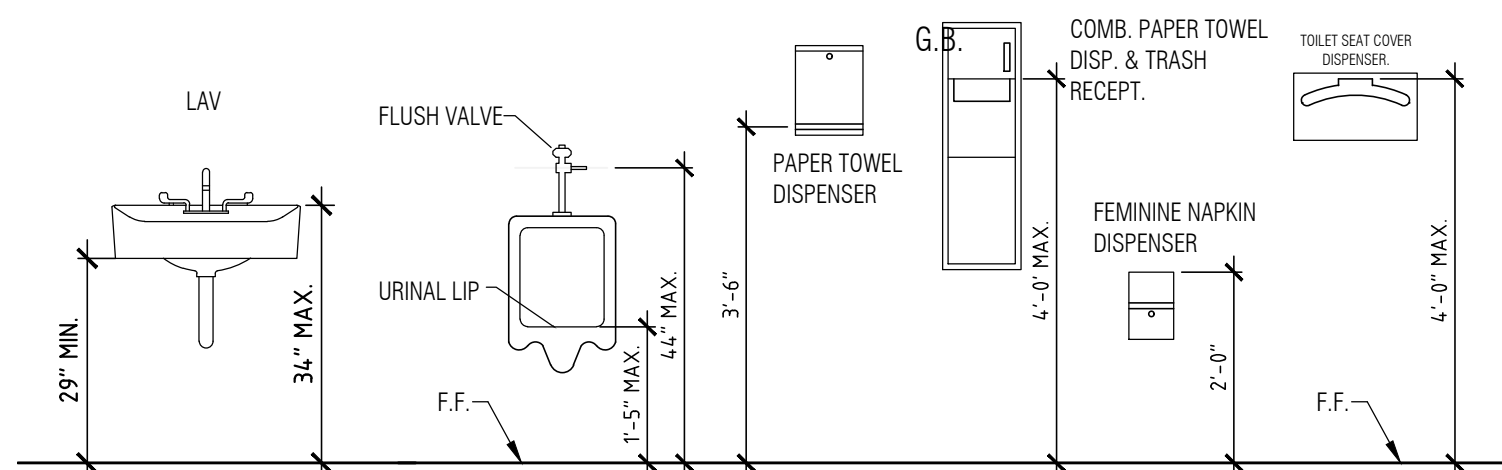
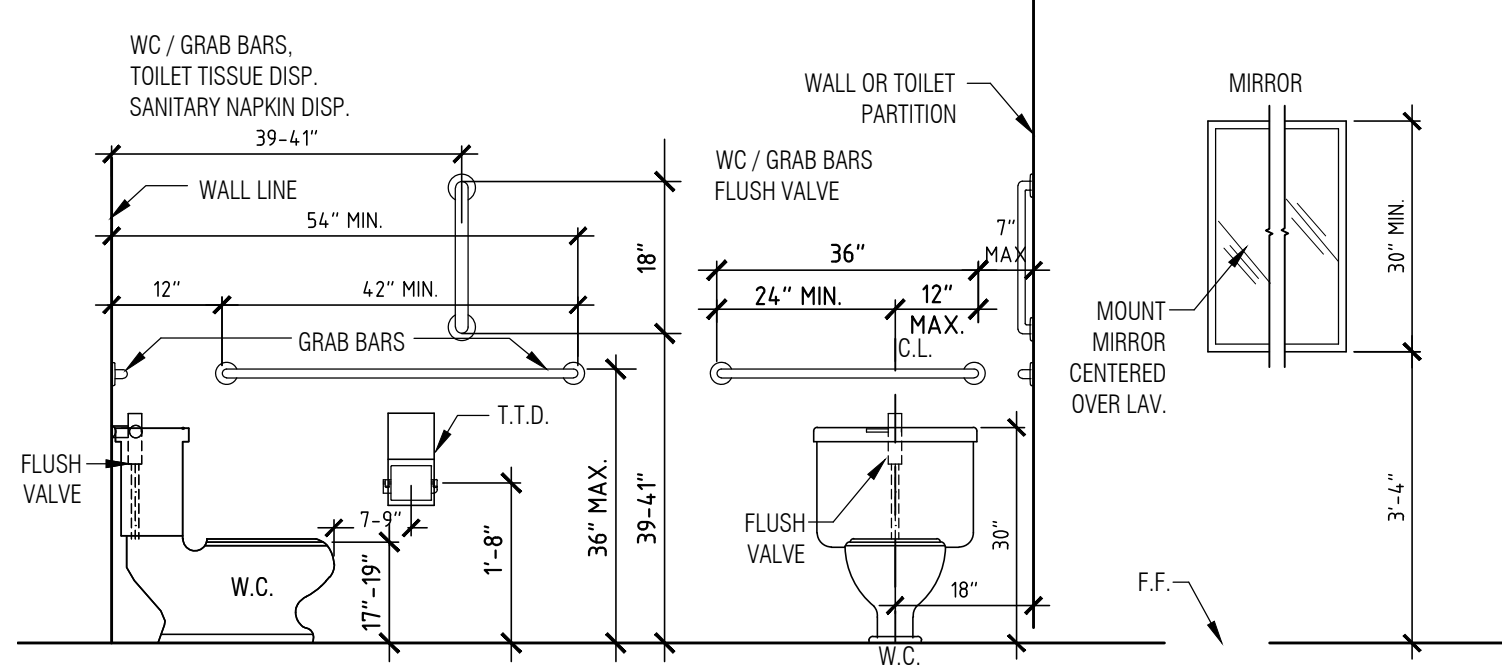
INTERIOR ELEVATIONS: STAFF RESTROOMS



INTERIOR ELEVATIONS: WEST UNI-SEX RESTROOM



TYPICAL TOILET FIXTURE AND ACCESSORY MOUNTING HEIGHTS



COUNTERTOP SECTION

SCALE : 3/4"=1'-0" STAFF R.R.

ADDENDUM 1

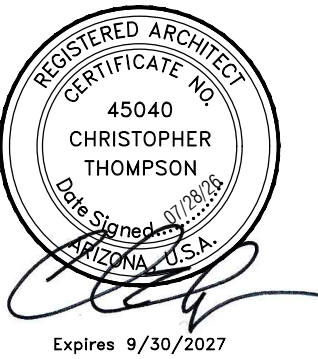
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790 E. CESAR CHAVEZ BLVD.
SAN LUIS, ARIZONA 85349

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670 WEST 10TH STREET
SUITE 200, DENVER, COLORADO 80202
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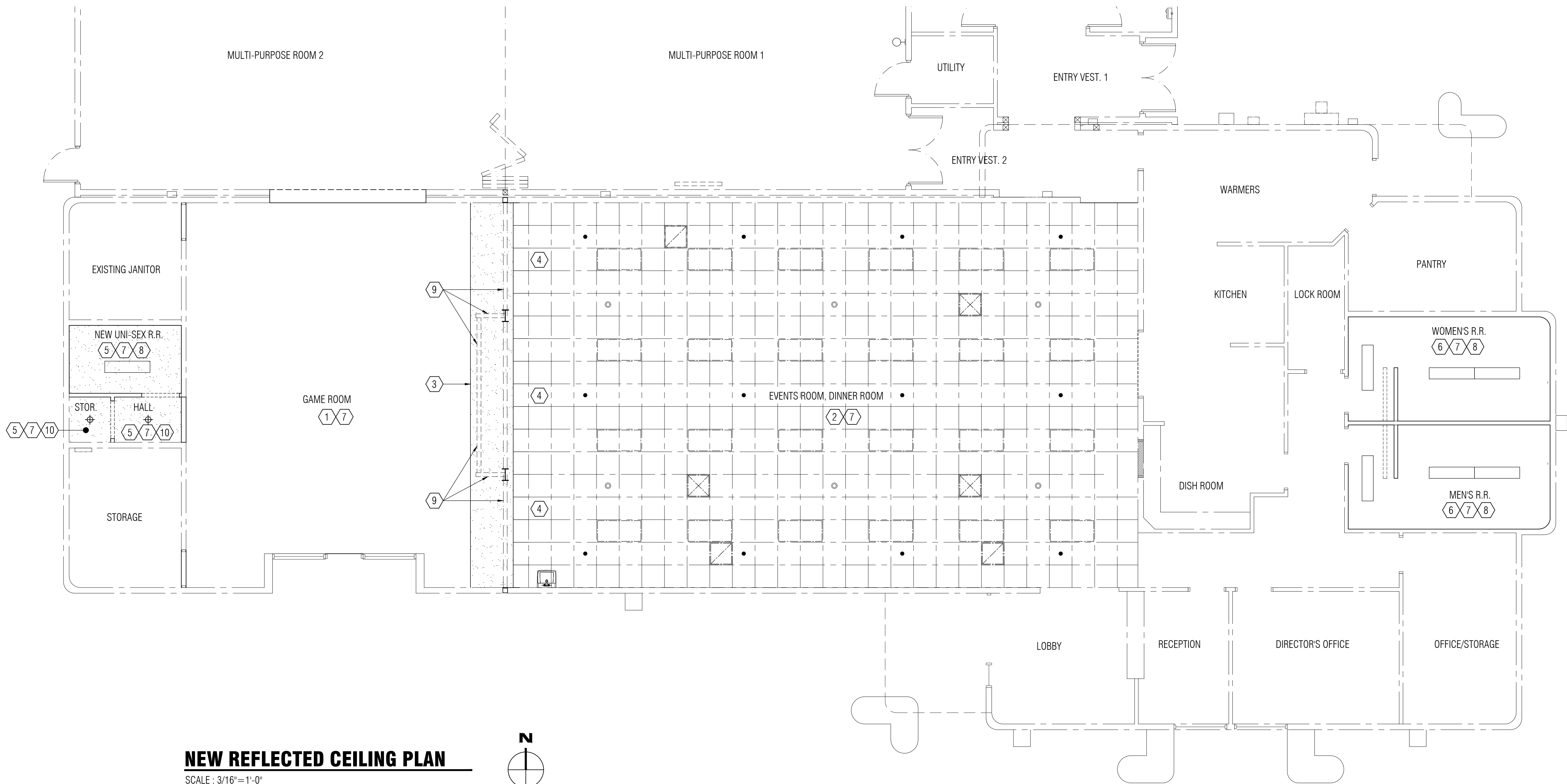
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RESPONSE TO PRE-BID COMMENTS.

DEMO/NEW CONST. FLOOR PLAN

A1.3

CONSTRUCTION DOCUMENTS



NEW REFLECTED CEILING PLAN

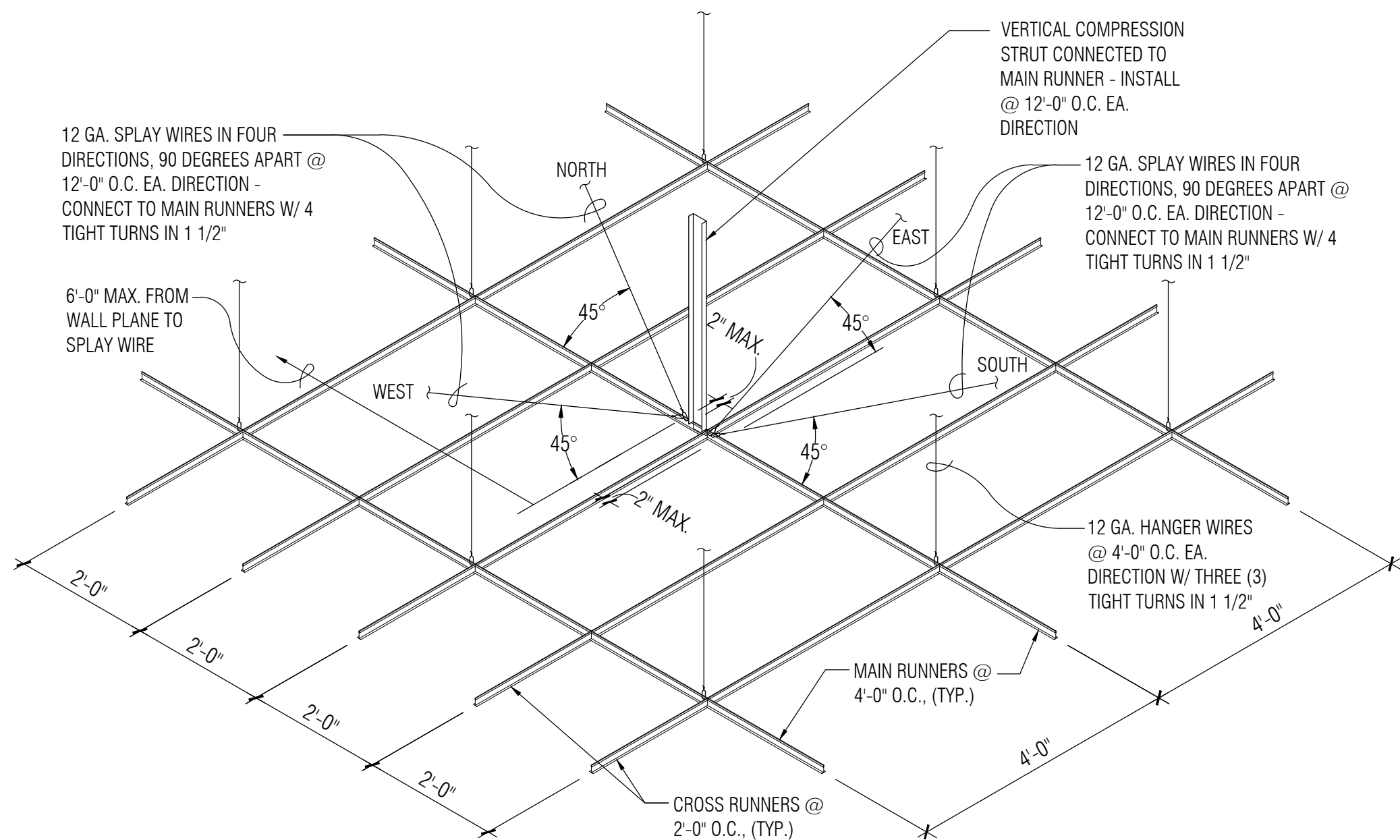
SCALE : 3/16"=1'-0"

REFLECTED CEILING KEYNOTES THIS SHEET

- EXISTING GYP. BOARD/HARD CEILING TO REMAIN. ALL EXISTING HVAC REGISTERS, EXHAUST FANS AND OTHER CEILING MOUNTED FIXTURES TO REMAIN.
- EXISTING SUSPENDED ACOUSTICAL CEILING AT 10'-0" A.F.F.TO REMAIN.
- NEW SOFFIT. REFER TO DETAIL A, SHEET A1.2.
- PATCH/MODIFY & TIE IN EXISTING SUSPENDED CEILING WITH NEW SOFFIT.
- NEW 5/8" GYP. BOARD CEILING OVER EXISTING JOISTS AS REQUIRED. TAPE, TEXTURE & PAINT. PATCH NEW CEILING WITH EXISTING CEILING WHERE APPLICABLE.
- PATCH, REPAIR & REPAINT EXISTING GYP. BOARD CEILING.
- EXISTING FIRE SPRINKLER HEADS AND SMOKE DETECTORS TO REMAIN. ADJUST LOCATIONS AS REQUIRED AND RECONNECT TO EXISTING SYSTEMS.
- REPLACE EXISTING LIGHT FIXTURES, EXHAUST FAN AND SWITCHES WITH NEW AND CONNECT TO EXISTING CIRCUIT AND SYSTEMS. REFER TO NOTES AT ENLARGED PLANS. EXISTING HVAC REGISTERS TO REMAIN. ADJUST LOCATIONS AS REQUIRED AND RECONNECT TO EXISTING SYSTEMS.
- STEEL BEAM STRUCTURE WITHIN SOFFIT ENCLOSURE. REFER TO DETAIL A, SHEET A1.2 AND STRUCTURAL PLANS.
- PROVIDE & INSTALL NEW LIGHT FIXTURES WITH SWITCHES, WHERE APPLICABLE AND AC REGISTERS AT NEW STORAGE ROOM AND NEW HALL. CONNECT TO EXISTING SYSTEMS. OWNER TO SELECT LIGHT FIXTURES.

GENERAL NOTES

- ALL PLUMBING WORK TO BE DONE TO LATEST PLUMBING CODE AS APPROVED BY THE GOVERNING JURISDICTION.
- PLUMBING CONTRACTOR TO COORDINATE PLUMBING WORK WITH OTHER TRADES.
- PLUMBING CONTRACTOR TO COORDINATE AND VERIFY PLUMBING EQUIPMENT REQUIREMENTS WITH THE MECHANICAL AND ELECTRICAL CONTRACTORS..
- ALL H & C WATER CONNECTIONS TO SINKS, LAVS, TOILETS, SHOWERS & TUBS TO BE 1/2" U.N.O.
- ALL ELECTRICAL WORK TO BE DONE TO LATEST ELECTRICAL CODE AS APPROVED BY THE GOVERNING JURISDICTION.
- ELECTRICAL CONTRACTOR TO COORDINATE ELECTRICAL WORK WITH OTHER TRADES.
- ELECTRICAL CONTRACTOR TO PROVIDE & INSTALL ALL ELECTRICAL FOR NEW HVAC EQUIPMENT. ELECTRICAL CONTRACTOR TO COORDINATE AND VERIFY ELECTRICAL EQUIPMENT REQUIREMENTS WITH THE HVAC AND PLUMBING CONTRACTORS.
- ALL MECHANICAL WORK TO BE DONE TO LATEST MECHANICAL CODE AS APPROVED BY THE GOVERNING JURISDICTION.
- MECHANICAL CONTRACTOR TO COORDINATE MECHANICAL WORK WITH OTHER TRADES.
- HVAC CONTRACTOR TO COORDINATE AND VERIFY MECHANICAL EQUIPMENT REQUIREMENT WITH THE PLUMBING AND ELECTRICAL CONTRACTORS.
- ALL BURIED NONMETALLIC PIPING SHALL BE IDENTIFIED WITH A MINIMUM #12 GA. SOLID COPPER INSULATED TRACER WIRE SECURELY ATTACHED TO PIPE OR WRAPPED AROUND THE PIPE. ATTACHMENTS SHALL BE PROVIDED AT MAXIMUM 20 FEET.



- NOTE:
- GRID SYSTEM TO BE HEAVY DUTY, INSTALLED PER CEILING MFR. SYSTEM FOR SDC D - INSTALL CEILING MFR. PROPRIETARY SEISMIC CLIPS AT MAIN RUNNERS / CROSS TEES
 - THE TERMINAL ENDS OF EACH CROSS RUNNER AND MAIN RUNNER SHALL BE SUPPORTED INDEPENDENTLY A MAXIMUM OR 8" FROM EACH WALL OR CEILING DISCONTINUITY WITH 12 GA. WIRE
 - REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR LIGHT FIXTURE AND MECHANICAL GRILLS AND REGISTER SUPPORTS

ACOUSTICAL CEILING SYSTEM WITH SEISMIC BRACING TO ROOF STRUCTURE

SCALE : NONE

A
A2.1

SAN LUIS SENIOR CENTER
RENOVATION
790 E. CESAR CHAVEZ BLVD.
SAN LUIS, ARIZONA 85349

thompson
design
architects
pc

675 WEST 16TH STREET
SUITE 1000
DENVER, COLORADO 80202
TEL: (303) 733-1694



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REFLECTED CEILING PLAN

ADDENDUM 1

A2.1

CONSTRUCTION DOCUMENTS

STRUCTURAL ABBREVIATIONS	
AAC AFF A.B. ACI AESS AISC AISC L Z APA ARCH. ASTM AWS	AUTOCLAVED AERATED CONCRETE ABOVE FINISHED FLOOR ANCHOR BOLT(S) AMERICAN CONCRETE INSTITUTE ARCHITECTURALLY EXPOSED STRUCTURAL STEEL AMERICAN INSTITUTE OF STEEL CONSTRUCTION AMERICAN INSTITUTE OF TIMBER CONSTRUCTION STEEL ANGLE STEEL ANGLE AMERICAN PLYWOOD ASSOCIATION ARCHITECT / ARCHITECTURAL AMERICAN SOCIETY FOR TESTING AND MATERIALS AMERICAN WELDING SOCIETY
B.O.D. B.O.F.	BOTTOM OF DECK BOTTOM OF FOOTING
CFS CJ CL CMU CONT CRSI CTJ	COLD-FORMED STEEL CONSTRUCTION JOINT CENTERLINE CLEAR CONCRETE MASONRY UNIT CONTINUOUS CONCRETE REINFORCING STEEL INSTITUTE CONTROL JOINT
d Ø 2L 2L D.F.	PENNY (nails) DIAMETER DOUBLE STEEL ANGLE DOUBLE STEEL ANGLE DOUGLAS FIR-LARCH
(E) E.O.R. EQ	EXISTING ENGINEER OF RECORD EQUAL
FFE	FINISHED FLOOR ELEVATION
GLB G.S.N. GWB	GLUED-LAMINATED BEAM GENERAL STRUCTURAL NOTES GYPSUM WALL BOARD
H.H. H.S.A. HSS	HEAVY HEX HEADED STUD ANCHOR HOLLOW STRUCTURAL SECTION
IBC ICC I.F.C. I.M.P.	INTERNATIONAL BUILDING CODE INTERNATIONAL CODE COUNCIL INSULATED CONCRETE FORMS INSULATED METAL PANEL
K	KIP(S)
LVL LBS (LLBB) (LLV) (LLH) (LSV) (LSH)	LAMINATED VENEER LUMBER POUNDS LONG LEGS BACK-TO-BACK LONG LEG VERTICAL LONG LEG HORIZONTAL LONG SIDE VERTICAL LONG SIDE HORIZONTAL
MAX MCJ MECH. MIN	MAXIMUM MASONRY CONTROL JOINT MECHANICAL MINIMUM
N.I.C. N.T.S.	NOT IN CONTRACT NOT TO SCALE
O.C. OPP	ON CENTER OPPOSITE
PAF PCI PRE-ENG PEMB PCF PLF PSF PSI PTI	POWDER ACTUATED FASTENER PRESTRESSED CONCRETE INSTITUTE PRE-ENGINEERED PRE-ENGINEERED METAL BUILDING POUNDS PER CUBIC FOOT POUNDS PER LINEAR FOOT POUNDS PER SQUARE FOOT POUNDS PER SQUARE INCH POST-TENSIONING INSTITUTE
RS	ROUGH SAWN
SIM (SLBB) (SLV) (SSV) S.S. STD.	SIMILAR SHORT LEGS BACK-TO-BACK SHORT LEG VERTICAL SHORT SIDE VERTICAL STAINLESS STEEL STANDARD
T & G TCDL TCLL TF Tw T.O.C. T.O.F. T.O.S. TS TYP	TONGUE AND GROOVE TOP CHORD DEAD LOAD TOP CHORD LIVE LOAD FLANGE THICKNESS WEB THICKNESS TOP OF CONCRETE TOP OF FOOTING TOP OF STEEL TUBE SECTION TYPICAL
U.E.S. U.N.O.	UNIFORM EVALUATION SERVICES UNLESS NOTED OTHERWISE
W.P. WSP W.W.F.	WORKING POINT WOOD STRUCTURAL PANEL WELDED WIRE FABRIC

1. FOR APPLICABLE CODES AND STANDARDS, MATERIAL STRENGTHS AND CONSTRUCTION REQUIREMENTS, SEE GENERAL STRUCTURAL NOTES AND SPECIFICATIONS.
2. VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION - RESOLVE ANY DISCREPANCY WITH ARCHITECT. DO NOT SCALE DRAWINGS.
3. FOR CLARITY, ALL EXTERIOR SLABS AND SIDEWALKS MAY NOT BE SHOWN. FOR EXACT DIMENSIONS, LOCATIONS, JOINTS AND SCORE LINES, SEE ARCHITECTURAL DRAWINGS.
4. FOR CLARITY, ALL ROOF, FLOOR AND WALL OPENINGS MAY NOT BE SHOWN ON STRUCTURAL DRAWINGS. SEE ARCHITECTURAL SIZE, NUMBER AND LOCATION OF OPENINGS. SEE ARCHITECTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS. FOR FRAMING AT OPENINGS, SEE TYPICAL STRUCTURAL DETAILS. VERIFY ALL SIZES, WEIGHTS AND LOCATIONS OF MECHANICAL AND ELECTRICAL EQUIPMENT, DUCTS, ETC. WITH MECHANICAL AND ELECTRICAL ENGINEERS THROUGH ARCHITECT.
5. DETAILS MARKED "TYPICAL" MAY OR MAY NOT BE CUT ON PLANS, BUT SHALL APPLY UNLESS NOTED OTHERWISE.

SYMBOL	DESCRIPTION	LOCATION
	GRID LINES	SEE PLANS
	DETAIL CUT SHOWN ON PLAN	SEE S4 SERIES SHEETS FOR FOUNDATION DETAILS SEE S5 SERIES SHEETS FOR FRAMING DETAILS
	TYPICAL DETAIL	SEE S1 SERIES SHEETS FOR TYPICAL DETAILS
	PLAN NOTE	SEE PLAN NOTES ON EACH PLAN SHEET
	OPENING IN FLOOR OR ROOF	SEE TYPICAL NOTE 4 ABOVE
	12" CMU WALL U.N.O.	SEE FOUNDATION AND FRAMING PLANS
	8" CMU WALL U.N.O.	
	9 1/2" BRICK WALL U.N.O.	
	8" CAST-IN-PLACE CONCRETE WALL U.N.O.	
	6 1/2" PRECAST CONCRETE WALL U.N.O.	
	EXISTING WALL, FOOTING, ETC.	
	8" CMU WALL WITH 3 5/8" BRICK VENEER (12" TOTAL THICKNESS)	
	2 X 6 WOOD (6" STEEL) STUD WALL U.N.O.	
	2 X 6 WOOD (6" STEEL) STUD SHEAR WALL U.N.O.	
	SHEAR WALL HOLDOWN	SEE SHEAR WALL PLANS AND SHEAR WALL SCHEDULE
	MECHANICAL UNIT	SEE FRAMING PLANS AND MECHANICAL EQUIPMENT SCHEDULE
	MOMENT CONNECTION	SEE FRAMING PLANS
	PANEL CALLOUT	SEE FOUNDATION/FRAMING PLANS
T.O.F.	TOP OF FOOTING REFERENCE TO ELEVATION 0'-0"	SEE FOUNDATION/FRAMING PLANS
B.O.D.	BOTTOM OF DECK REFERENCE TO ELEVATION 0'-0"	
B.O.S.	BOTTOM OF SHEATHING REFERENCE TO ELEVATION 0'-0"	
T.O.S.	TOP OF STEEL REFERENCE TO ELEVATION 0'-0"	
T.O.W.	TOP OF WALL REFERENCE TO ELEVATION 0'-0"	
F1	FOOTING DESIGNATION	SEE FOUNDATION/FRAMING PLANS AND APPLICABLE SCHEDULES
C1	COLUMN DESIGNATION	
W1	WALL REINFORCING DESIGNATION	
M1	CMU COLUMN DESIGNATION	
SW1	SHEAR WALL DESIGNATION	
J1	JOIST DESIGNATION	
T1	TRUSS DESIGNATION	
B1	BEAM DESIGNATION	
L1	LEDGER DESIGNATION	
LT1	LINTEL DESCRIPTION	

1. CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301, "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS" AND ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE". PLACEMENT SHALL BE PER ACI 304R AND 304.2R AS APPLICABLE.
2. CONCRETE SHALL BE READY MIXED CONCRETE IN ACCORDANCE WITH ASTM C94. MINIMUM 28 DAY COMPRESSIVE STRENGTH SHALL BE 3000 PSI (DESIGNED FOR 2500 PSI U.N.O.) EXCEPT AS FOLLOWS:

FOUNDATIONS.....	3,000 PSI
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3. CEMENT SHALL CONFORM TO ASTM C150, TYPE I/II. AGGREGATE PER ASTM C33. LIGHTWEIGHT AGGREGATE PER ASTM C330. MAXIMUM 5" SLUMP FOR CONCRETE. CONCRETE CONTAINING SUPERPLASTICIZING ADMIXTURE SHALL HAVE FIELD-VERIFIED 8" MAXIMUM SLUMP AT PLACEMENT. MIX DESIGNS SHALL BE DESIGNED BY THE CONCRETE PRODUCTION FACILITY IN ACCORDANCE WITH ACI 301 AND REVIEWED BY THE STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION.

- TO ASTM C618, CLASS F. FLY ASH SHALL NOT REPLACE MORE THAN 25% OF CEMENT BY WEIGHT.
5. NO CONSTRUCTION JOINTS OTHER THAN THOSE SHOWN ON THE DRAWINGS SHALL BE INSTALLED WITHOUT APPROVAL OF THE ENGINEER.
6. CONCRETE SHALL NOT BE DROPPED MORE THAN FIVE FEET VERTICALLY WITHOUT USE OF TREMIES.
7. CONCRETE FOOTINGS AND PADS MAY BE POURED AGAINST NEAT EXCAVATIONS PROVIDED THE REQUIRED CONCRETE COVERAGE FOR REINFORCING IS MAINTAINED.
8. HOT WEATHER CONCRETING SHALL BE AS DESCRIBED AND SPECIFIED BY ACI 301, ACI 305R, ACI 305.1 AND ASTM C94 EXCEPT WHERE MODIFIED BY CONTRACT DOCUMENTS. DEFINED LIMITATIONS ARE AS FOLLOWS:
 - A. DISCHARGE OF CONCRETE SHALL BE COMPLETED WITHIN 90 MINUTES OR 300 MIXING REVOLUTIONS OF THE MIXER TRUCK, WHICHEVER COMES FIRST. THIS LIMITATION MAY BE WAIVED PROVIDED A SLUMP TEST DEMONSTRATES THAT THE CONCRETE SLUMP MEETS PROJECT CRITERIA IN ADDITION TO REQUIRED AIR CONTENT AND TEMPERATURE WITHOUT THE RETEMPERING OF CONCRETE. THIS WAIVER REQUEST MUST BE SUBMITTED IN WRITING PRIOR TO COMMENCEMENT OF CONCRETE PLACEMENT.
 - B. TEMPERATURE CRITERIA:
 - i. TEMPERATURE OF CONCRETE AS PLACED SHALL NOT EXCEED 95° F WITHOUT APPROVAL OF THE STRUCTURAL ENGINEER.
 - ii. WHEN TEMPERATURE OF THE STEEL REINFORCEMENT, EMBEDMENTS OR FORMS EXCEED 120° F FOGGING OF SAID ITEMS IMMEDIATELY BEFORE CONCRETE PLACEMENT IS REQUIRED.
 - C. RETEMPERING OF CONCRETE IS NOT PERMITTED.
11. CURE EXPOSED CONCRETE FOR A MINIMUM OF 7 DAYS IN ACCORDANCE WITH ACI 301 AND 308R PROCEDURES IN ORDER TO PREVENT CRACKING. CURE WITH CURING AND SEALING COMPOUND, MOST CURING, MOISTURE-RETAINING COVER, CURING, OR COMBINATIONS THEREOF.
12. CONCRETE COMPRESSIVE STRENGTH AND SLUMP SHALL BE TESTED PER ASTM C31, C39 AND C143. PROVIDE 3 CYLINDERS PER TEST NOT LESS THAN ONCE A DAY, NOR LESS THAN ONCE EACH 150 CUBIC YARDS OF CONCRETE, NOR LESS THAN ONCE EACH 5,000 SQUARE FEET OF SURFACE AREA FOR SLABS OR WALLS OR AS DIRECTED BY THE ARCHITECT. TEST ONE CYLINDER AT 7 DAYS AND TWO AT 28 DAYS. TESTING SHALL BE DONE BY A QUALIFIED TESTING LABORATORY.

1. ALL CONSTRUCTION SHALL CONFORM TO THE 2024 EDITION OF THE INTERNATIONAL BUILDING CODE.
2. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OR SEQUENCE OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. THESE MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO: BRACING, SHORING OF LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND IMPLEMENTATION OF ALL SCAFFOLDING, BRACING AND SHORING. OBSERVATION VISITS TO THE SITE BY THE STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS. THE STRUCTURAL ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF CONSTRUCTION, NOR WILL THE STRUCTURAL ENGINEER BE RESPONSIBLE FOR CONSTRUCTION SITE SAFETY, OR THE SAFETY PRECAUTIONS AND THE PROGRAMS INCIDENT THERETO.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND COORDINATE SITE CONDITIONS WITH THE DRAWINGS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES AND OMISSIONS SHALL BE RESOLVED WITH THE ARCHITECT. DO NOT USE SCALED DIMENSIONS.
4. CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED FLOORS OR ROOFS SO AS NOT TO EXCEED THE DESIGN LIVE LOAD PER SQUARE FOOT.
5. WHERE ANY DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL STRUCTURAL NOTES AND SPECIFICATIONS, THE GREATER REQUIREMENTS SHALL GOVERN. WHERE NO SPECIFIC DETAIL IS SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT. FOR BIDDING PURPOSES, WHERE ANY MEMBER OR STRUCTURAL ELEMENT IS SHOWN BUT NOT CALLED OUT ON THE PLANS OR DETAILS, THE LARGEST SIMILAR MEMBER OR ELEMENT USED IN THE PROJECT SHALL BE UTILIZED.
6. REFER TO ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL AND CIVIL DRAWINGS FOR LOCATION AND DETAILS OF BLOCKOUTS, INSERTS AND OPENINGS, CURBS, EQUIPMENT BASES AND PADS, SITE WORK ITEMS, ETC. AND DIMENSIONS. NOT SHOWN ON STRUCTURAL DRAWINGS.
7. APPROVED EQUAL OPTIONS ARE FOR THE CONTRACTOR'S CONVENIENCE. IF AN OPTION IS CHOSEN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES NECESSARY AND COORDINATION OF ALL DETAILS.
8. ALL DETAILS SHOWN SHALL BE INCORPORATED INTO THE PROJECT AT ALL APPROPRIATE LOCATIONS, WHETHER SPECIFICALLY INDICATED OR NOT. TYPICAL DETAILS MAY OR MAY NOT BE CUT ON THE DRAWINGS, BUT SHALL APPLY UNLESS NOTED OTHERWISE.
9. WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS, SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDUM.
10. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF A CIVIL OR STRUCTURAL ENGINEER REGISTERED IN THE STATE THE PROJECT IS LOCATED IN.
11. DESIGN LOADS:
ROOF LIVE LOAD = 20 PSF
ROOF DEAD LOAD = 18 PSF

1. THESE PLANS HAVE BEEN PREPARED BASED ON LIMITED VISUAL OBSERVATIONS AND/OR LIMITED AS-BUILT DOCUMENTS. CERTAIN CHANGES MAY BE REQUIRED BECAUSE OF POSSIBLE AMBIGUITIES OR INCONSISTENCIES IN RECORD DRAWINGS.
2. IF FIELD CONDITIONS DIFFER FROM THOSE DEPICTED, NOTIFY THE STRUCTURAL ENGINEER THROUGH THE ARCHITECT PRIOR TO PROCEEDING. THE CONTRACTOR (INCLUDING ALL SUBCONTRACTORS) SHALL REPORT ALL DISCREPANCIES AND DEFERENCES PROMPTLY TO THE ARCHITECT.
3. VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL HAVE APPROPRIATE CONTINGENCIES TO ACCOUNT FOR BOTH DESIGN AND CONSTRUCTION CONDITIONS THAT MAY ARISE FROM THE DISCOVERY OF CONCEALED OR UNKNOWN CONDITIONS IN THE EXISTING STRUCTURE.

1. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60 (F_y = 60 KSI) DEFORMED BARS FOR ALL BARS #4 AND LARGER. REINFORCING TO BE WELDED SHALL CONFORM TO ASTM A706, GRADE 60 (F_y = 60 KSI) LOW ALLOY DEFORMED BARS. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185, WIRE PER ASTM 1064. WELDING OF REINFORCING SHALL BE ACCORDING TO AWS D1.4. NO TACK WELDING OF REINFORCING BARS ALLOWED.
2. ALL REINFORCING STEEL SHALL BE DETAILED AND PLACED IN CONFORMANCE WITH THE LATEST EDITIONS OF ACI 318 AND THE CRSI "MANUAL OF STANDARD PRACTICE FOR REINFORCED CONCRETE CONSTRUCTION", AND AS MODIFIED BY THE DRAWINGS. ALL REINFORCING BAR BENDS SHALL BE MADE COLD.
3. ALL REINFORCING STEEL, INCLUDING WELDED WIRE FABRIC IN SLAB ON GRADE, SHALL BE ACCURATELY PLACED AND SUPPORTED BY GALVANIZED METAL CHAIRS, SPACERS OR HANGERS. PROVIDE THE FOLLOWING MINIMUM CLEAR CONCRETE COVERAGE:
CAST AGAINST AND PERMANENTLY EXPOSED
TO EARTH 3"
EXPOSED TO EARTH OR WEATHER:
#5 AND SMALLER 1 1/2"
ALL OTHERS PER LATEST EDITION OF ACI 318
4. UNLESS NOTED OTHERWISE, LAP SPICES IN CONCRETE SHALL BE CLASS "B" TENSION LAP SPICES (2-0" MINIMUM) PER THE LATEST EDITION OF ACI 318. STAGGER ALTERNATE SPICES A MINIMUM OF ONE LAP LENGTH. LAP WELDED WIRE FABRIC IS SO THAT THE DISTANCE BETWEEN THE OUTERMOST CROSS WIRES OF EACH SHEET IS NOT LESS THAN THE CROSS WIRE SPACING PLUS 7 INCHES. ALL SPICE LOCATIONS SUBJECT TO APPROVAL AND SHALL BE MADE ONLY WHEN INDICATED ON THE DRAWINGS. EXTEND ALL HORIZONTAL REINFORCING CONTINUOUS AROUND CORNERS AND INTERSECTIONS OR PROVIDE BENT CORNER BARS TO MATCH AND LAP WITH HORIZONTAL BARS AT CORNERS AND INTERSECTIONS OF FOOTINGS AND WALLS.
5. REINFORCING BAR SPACINGS GIVEN ARE MAXIMUM ON CENTERS. DOWEL ALL VERTICAL REINFORCING TO FOUNDATION. SKEW HOOKS AS REQUIRED FOR CONCRETE COVER. SECURELY TIE ALL BARS IN POSITION BEFORE PLACING CONCRETE.
6. SPLICED BARS SHALL BE PLACED AT THE SAME EFFECTIVE DEPTH UNLESS NOTED OTHERWISE. REINFORCING BARS NOTED "CONTINUOUS" OR WITH LENGTH NOT SHOWN SHALL BE FULLY CONTINUOUS AND SPLICED ONLY AS SHOWN, OR WHERE APPROVED BY THE ENGINEER.
7. REINFORCING BAR HOOKS SHALL BE STANDARD ACI HOOKS UNLESS NOTED OTHERWISE.

1. STRUCTURAL STEEL CONSTRUCTION SHALL CONFORM WITH THE LATEST AISC 360 "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES"; AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" (INCLUDING COMMENTARY); AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH STRENGTH BOLTS"; AISC 341 "SEISMIC PROVISIONS FOR STRUCTURAL STEEL BUILDINGS"; AND APPLICABLE PROVISIONS OF AWS "STRUCTURAL WELDING CODE".
2. STRUCTURAL WIDE FLANGE SHAPES SHALL BE ASTM A992 (Fy = 36 KSI). PLATES, ANGLES, AND CHANNELS SHALL BE ASTM A36 (Fy = 36 KSI).
3. BOLTS SHALL BE ASTM A307.
4. ANCHOR BOLTS AND PLAIN THREADED BARS AND ANCHORS SHALL BE ASTM A36 OR A307, GRADE A, (F1554, GRADE 36).
5. BOLTS, ANCHOR BOLTS, EXPANSION BOLTS, ETC., SHALL BE INSTALLED WITH STEEL WASHERS.
6. WELDING ELECTRODES SHALL CONFORM TO AWS D1.1, GRADE E70XX. E80 SERIES ELECTRODES SHALL BE USED FOR ASTM A706 REINFORCING BARS. ALL WELDING SHALL BE DONE BY WELDERS HOLDING VALID CERTIFICATES ISSUED BY AN ACCEPTED TESTING AGENCY AND HAVING CURRENT EXPERIENCE IN TYPE OF WELDS SHOWN ON THE DRAWINGS OR NOTES. ALL WELDING PER AMERICAN WELDING SOCIETY STANDARDS. ALL WELDS ON DRAWINGS ARE SHOWN AS SHOP WELDS. CONTRACTOR MAY SHOP WELD OR FIELD WELD AT THEIR DISCRETION. SHOP WELDS OR FIELD WELDS SHALL BE SHOWN ON SHOP DRAWINGS. FULL PENETRATION WELDS SHALL BE TESTED AND CERTIFIED BY AN INDEPENDENT TESTING LABORATORY.
7. BEAMS AND COLUMNS SHALL NOT BE SPLICED WITHOUT PRIOR APPROVAL OF STRUCTURAL ENGINEER.
8. NON-SHRINK GROUT FOR COLUMN BASE PLATES AND BEARING PLATES SHALL BE "SIKA GROUT" OR AN EQUAL NON-METALLIC SHRINKAGE-RESISTANT GROUT.

1. WOOD FRAMING SHALL CONFORM TO 2024 IBC CHAPTER 23.
2. FRAMING LUMBER SHALL COMPLY WITH THE 2024 EDITION OF THE NATIONAL DESIGN SPECIFICATION. ALL SAWN LUMBER SHALL BE STAMPED WITH THE GRADE MARK OF A LUMBER GRADING AGENCY CERTIFIED BY THE AMERICAN LUMBER STANDARDS COMMITTEE. MAXIMUM MOISTURE CONTENT SHALL NOT EXCEED 19%. ALL SAWN LUMBER SHALL BE DOUGLAS FIR-LARCH (G = 0.50) WITH THE FOLLOWING MINIMUM PROPERTIES:

STUD WALL STUDS, PLATES AND BLOCKING:						
2 X 4	No.2	1350	180	1,600,000	1552	625
2 X 6	No.2	1170	180	1,600,000	1485	625

3. NAILS SHALL BE AS FOLLOWS:
- | | | | | |
|-----|---|-------|---|------|
| 8d | = | 0.131 | X | 2.5" |
| 10d | = | 0.148 | X | 3" |
| 16d | = | 0.162 | X | 3.5" |

ALL NAILING NOT NOTED SHALL BE ACCORDING TO TABLE 2304.10.1 OF THE INTERNATIONAL BUILDING CODE.

1. PRODUCTS LISTED IN THE TABLES BELOW SHALL BE USED ONLY WHERE SHOWN IN THESE DRAWINGS. SUBSTITUTIONS MUST BE APPROVED BY THE ENGINEER OF RECORD PRIOR TO INSTALLATION
2. ALLOWABLE EXPANSION ANCHORS USED IN INSTALLATION TO CONCRETE SHALL BE LIMITED TO PRODUCTS IN THE FOLLOWING TABLE:

NAME	MANUFACTURER	ICC REPORT
HIT-RE 500 V3	HILTI	ESR-3814
SET-3G	SIMPSON	ESR-4057

- #### 4. POST INSTALLED SCREW ANCHORS IN CONCRETE OR MASONRY:

NAME	MANUFACTURER	ICC REPORT (CONCRETE)	ICC REPORT (MASONRY)
TITEN-HD	SIMPSON	ESR-2713	ESR-1056
KH-EZ	HILTI	ESR-3027	ESR-3056
SCREW BOLT+	DEWALT	ESR-3889	ESR-4042

1. SPECIAL INSPECTIONS SHALL BE PERFORMED BY A QUALIFIED INSPECTOR APPOINTED BY THE BUILDING OFFICIAL.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A MINIMUM OF 24 HOURS NOTICE TO THE SPECIAL INSPECTOR AND THE TESTING LABORATORY PRIOR TO BEGINNING ANY WORK FOR WHICH SPECIAL INSPECTION OR TESTING IS REQUIRED.
3. IN ACCORDANCE WITH IBC CHAPTER 17 SOME INSPECTIONS MAY BE MADE ON A PERIODIC BASIS AND SATISFY THE REQUIREMENTS OF CONTINUOUS INSPECTION.
4. SPECIAL INSPECTION IS REQUIRED DURING THE FOLLOWING OPERATIONS PER IBC CHAPTER 17.
 - A. CONCRETE: DURING TAKING OF SPECIMENS AND PLACEMENT OF ALL CONCRETE. UNLESS NOTED OTHERWISE, SPECIAL INSPECTION OF FOUNDATION CONCRETE AND SLABS ON GRADE IS NOT REQUIRED. SEE GENERAL STRUCTURAL NOTES AND/OR PROJECT SPECIFICATIONS FOR FREQUENCY OF TESTING AND STRENGTH REQUIREMENTS.
 - B. REINFORCING STEEL: DURING ALL PLACING OF REINFORCING STEEL IN REINFORCED CONCRETE REQUIRED TO HAVE SPECIAL INSPECTION.
 - C. WELDING: DURING ALL STRUCTURAL FIELD WELDING AND SHOP WELDING (INCLUDING WELDING OF REINFORCING STEEL), EXCEPT WELDING PERFORMED IN THE SHOP OF A BUILDING OFFICIAL-APPROVED FABRICATOR.
 - D. EXPANSION ANCHORS: REVIEW TORQUE OF ALL BOLTS TO ENSURE THAT INSTALLATION AND EMBEDMENT REQUIREMENTS HAVE BEEN MET.
 - E. EPOXY (ANCHORS OR REBAR DOWELS): DURING INSTALLATION OF ALL BOLTS TO ENSURE THAT INSTALLATION AND EMBEDMENT REQUIREMENTS HAVE BEEN MET.
 - F. ANCHOR BOLTS: PRIOR TO AND DURING PLACEMENT OF CONCRETE.
5. DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR:
 - A. THE SPECIAL INSPECTOR SHALL OBSERVE THE WORK ASSIGNED FOR CONFORMANCE WITH THE APPROVED DESIGN DRAWINGS AND SPECIFICATIONS.
 - B. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO THE ENGINEER OR ARCHITECT OF RECORD. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, THEN, IF UNCORRECTED, TO THE ENGINEER OR ARCHITECT OF RECORD AND THE BUILDING OFFICIAL.
 - C. UPON COMPLETION OF THE ASSIGNED WORK, THE SPECIAL INSPECTOR SHALL COMPLETE AND SIGN A FINAL REPORT CERTIFYING THAT TO THE BEST OF THE INSPECTOR'S KNOWLEDGE, THE WORK IS IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS, AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE CODE.



601.15



601.19R

601.13A



- 601.09R

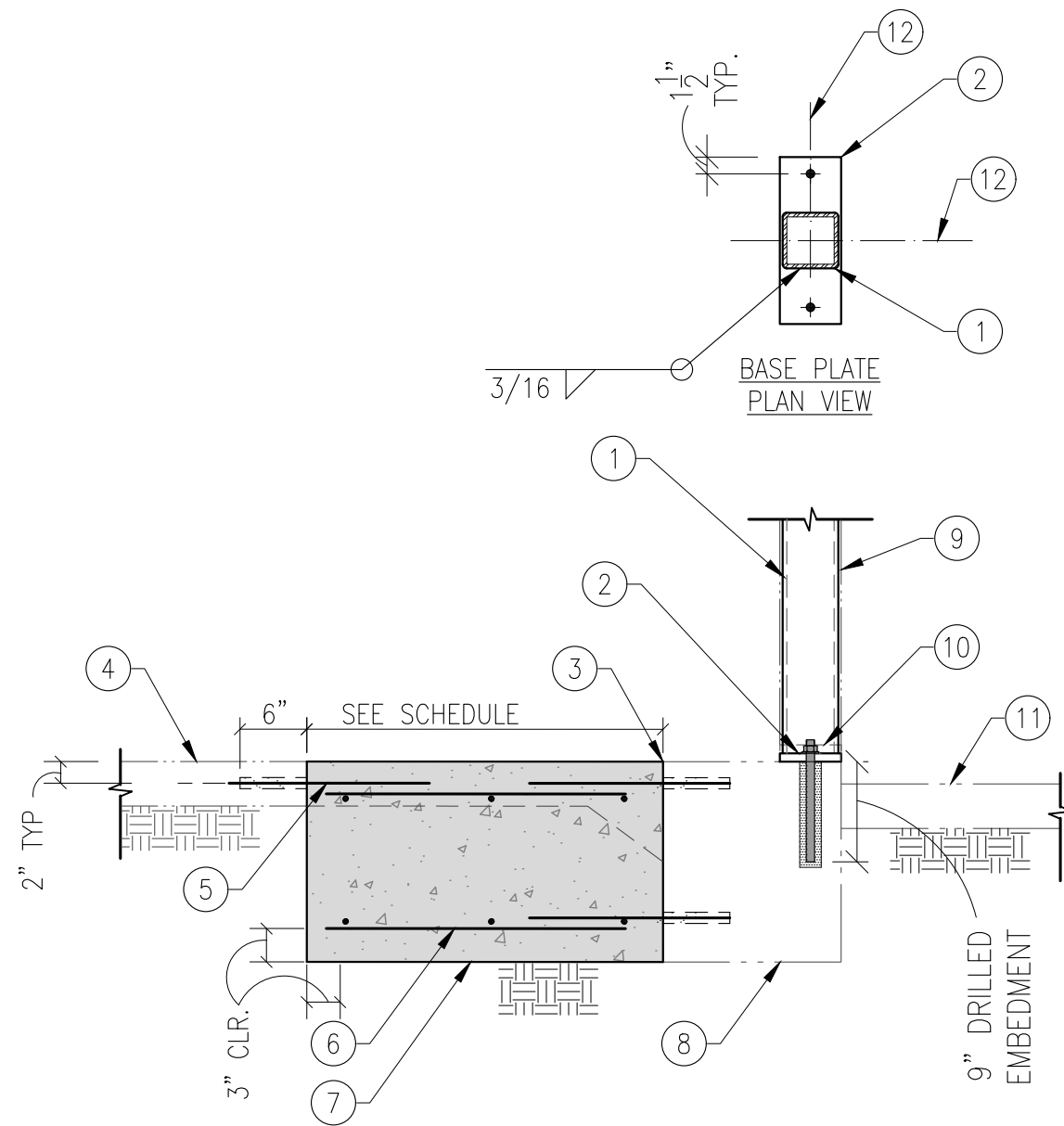
THIS SCHEDULE SHALL APPLY UNLESS NOTED OTHERWISE.

601.12



KEYNOTES: #

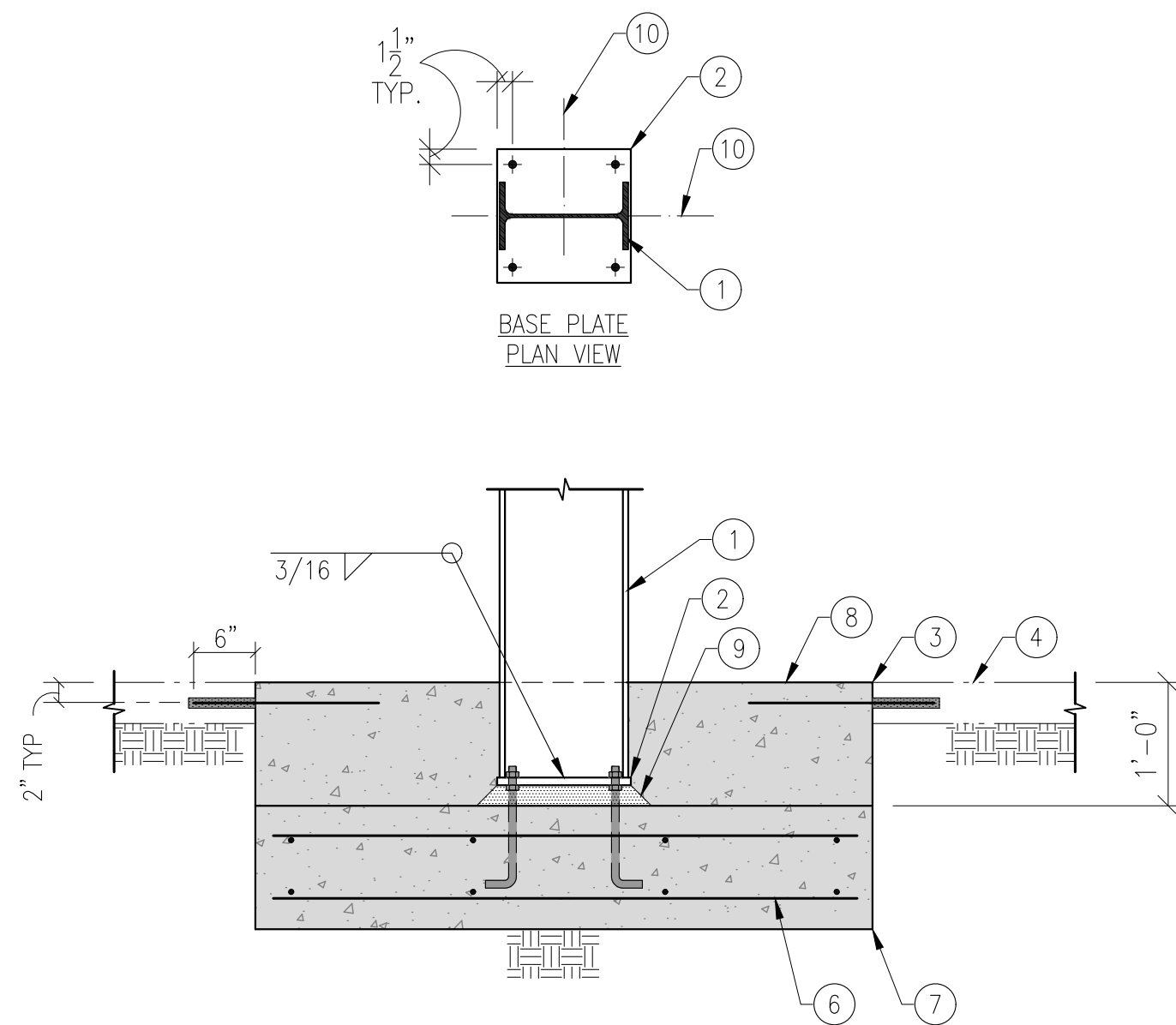
- STEEL COLUMN.
- STEEL BASEPLATE.
- SAWCUT EXISTING CONCRETE SLAB ON GRADE, AS REQUIRED.
- EXISTING CONCRETE SLAB ON GRADE.
- #4 DOWELS x 18" AT 24" O.C. EPOXY GROUTED IN $\frac{3}{4}$ " DIA. DRILLED HOLES.
- FOOTING REINFORCEMENT, SEE SCHEDULE.
- NEW CONCRETE FOOTING - MATCH BOTTOM OF EXISTING CONTINUOUS FOOTING.
- EXISTING CONT. CONCRETE FOOTING.
- EXISTING WOOD STUD WALL BEYOND.
- EXISTING WOOD SILL PLATE BEYOND.
- CONCRETE SLAB OR FINISHED GRADE.
- CENTERLINE OF COLUMN AND STEEL BASE PLATE.



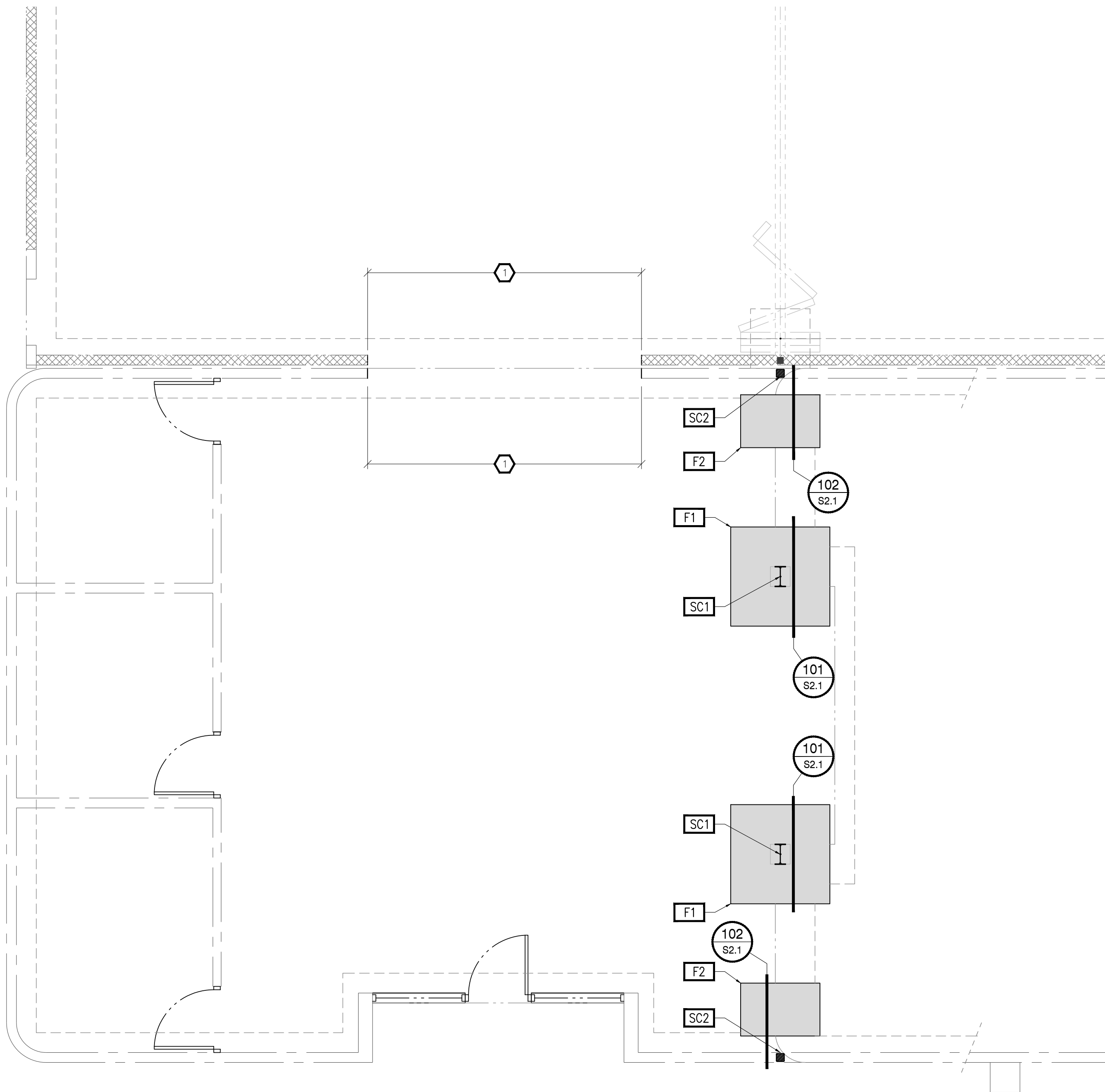
102 STEEL COLUMN FOOTING AT EXISTING CONT. CONCRETE FOOTING

KEYNOTES: #

- STEEL COLUMN.
- STEEL BASEPLATE.
- SAWCUT EXISTING CONCRETE SLAB TO FOOTING SIZE.
- EXISTING CONCRETE SLAB ON GRADE.
- #4 DOWELS x 18" AT 24" O.C. EPOXY GROUTED IN $\frac{3}{4}$ " DIA. DRILLED HOLES.
- FOOTING REINFORCEMENT, SEE SCHEDULE.
- NEW CONCRETE FOOTING.
- CONCRETE CLOSURE POUR.
- 2" ± DRYPACK.
- CENTERLINE OF COLUMN AND STEEL BASE PLATE.



101 STEEL COLUMN FOOTING AT EXISTING SLAB



FOUNDATION PLAN

SCALE: 1/4" = 1'-0



S2.1 PLAN KEYNOTES

COORDINATE OPENING WIDTH WITH ARCHITECTURAL DRAWINGS - MAXIMUM WIDTH OF 14'-0".

FOOTING (F) SCHEDULE

MARK	DIMENSIONS		FOOTING REINFORCING	REMARKS
	"W"	"T"		
F1	5'-0" SQUARE	12"	(4) - #5 EACH WAY AT TOP AND BOTTOM	-
F2	4'-0" X 2'-8"	12" MIN.	(3) - #5 EACH WAY AT TOP AND BOTTOM	-

STEEL COLUMN (SC) SCHEDULE

MARK	TYPE AND SIZE	BASE CONNECTION	REMARKS
SC1	W12 X 35	24" X 13" SQUARE BASEPLATE WITH (4) - $\frac{3}{4}$ " ϕ ANCHOR BOLTS	-
SC2	HSS 5 X 5 X $\frac{3}{16}$	15" X 5 1/2" BASEPLATE WITH (2) - $\frac{3}{4}$ " ϕ X 9" EMBED. MIN. EPOXYED BOLTS	-

SAN LUIS SENIOR CENTER
RENOVATION
790 E. CESAR CHAVEZ BLVD.
SAN LUIS, ARIZONA 85349

thompson
design
architects
pc

875 West 10th Street
Yuma, Arizona 85304
Tel: (928) 343-1694



JOB NO: 2026-06
DATE: MAY 2026
REVISIONS

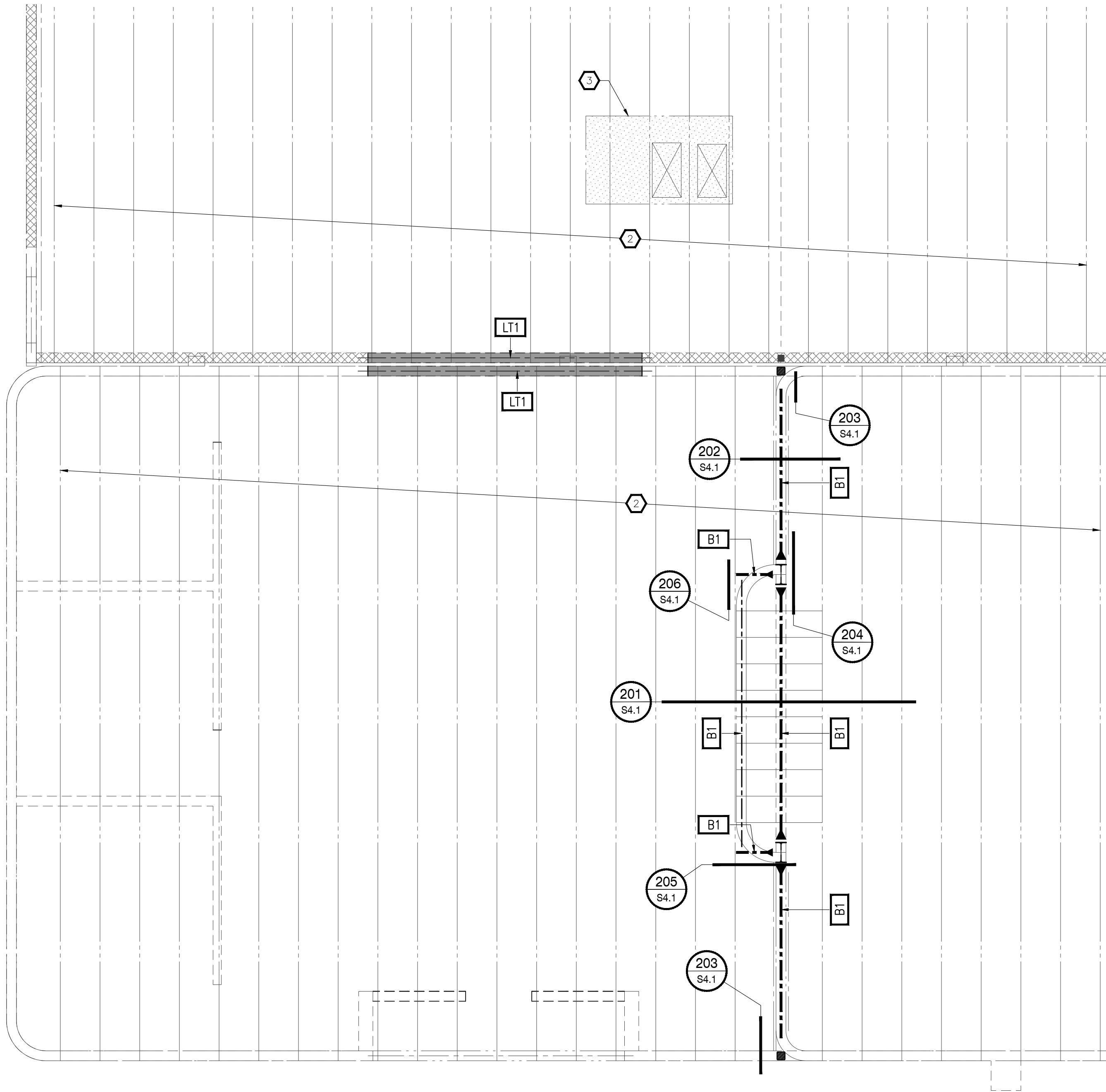
FOUNDATION PLAN

S2.1

CONSTRUCTION DOCUMENTS

NICKLAUS
ENGINEERING, INC.
1851 West 24th Street
Yuma, Arizona 85304
(928) 344-4477
www.nicklauseng.com

JOB NO: 026-0164
DESIGN: R. RODRIGUEZ
DRAWN: E. JIMENEZ



ROOF FRAMING PLAN

SCALE: 1/4" = 1'-0



S3.1 PLAN KEYNOTES

- 1. SHORE EXISTING BUILDING'S ROOF AS REQUIRED FOR NEW STEEL BEAMS AND WALL LINTELS INSTALLATION.
- 2. EXISTING (E) WOOD TRUSSES AT 24" O.C.
- 3. EXISTING MECHANICAL UNIT ON ROOF.

BEAM (B) SCHEDULE

MARK	BEAM SIZE	CAMBER AT MIDSPAN	END CONNECTION	REMARKS
B1	W12 X 35	—	SEE DETAILS	—

LINTEL (L) SCHEDULE

MARK	LINTEL SIZE	NUMBER OF JACK STUDS	NUMBER OF JAMB STUDS	REMARKS
LT1	5 1/8" X 12"	1	1	NOTE 1

NOTES:
1. SEE TYPICAL WOOD STUD WALL FRAMING DETAIL.

NICKLAUS

ENGINEERING, INC.

JOB NO. 026-0164

DESIGN R. RODRIGUEZ

DRAWN E. JIMENEZ

1851 West 24th Street

Yuma, Arizona 85394

(928) 344-4400

www.nicklauseng.com

WE warrant that the design and construction of the project shall conform to the applicable building codes and standards in effect at the time of the design and construction. We warrant that the design and construction of the project shall conform to the applicable building codes and standards in effect at the time of the design and construction. We warrant that the design and construction of the project shall conform to the applicable building codes and standards in effect at the time of the design and construction.

SAN LUIS SENIOR CENTER
RENOVATION
790 E. CESAR CHAVEZ BLVD.
SAN LUIS, ARIZONA 85349

thompson

design

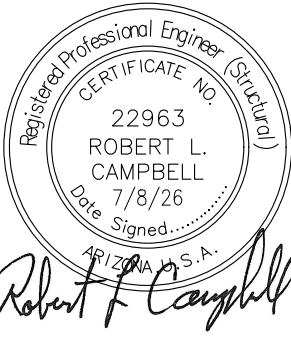
architects

pc

875 West 10th Street

Yuma, Arizona 85394

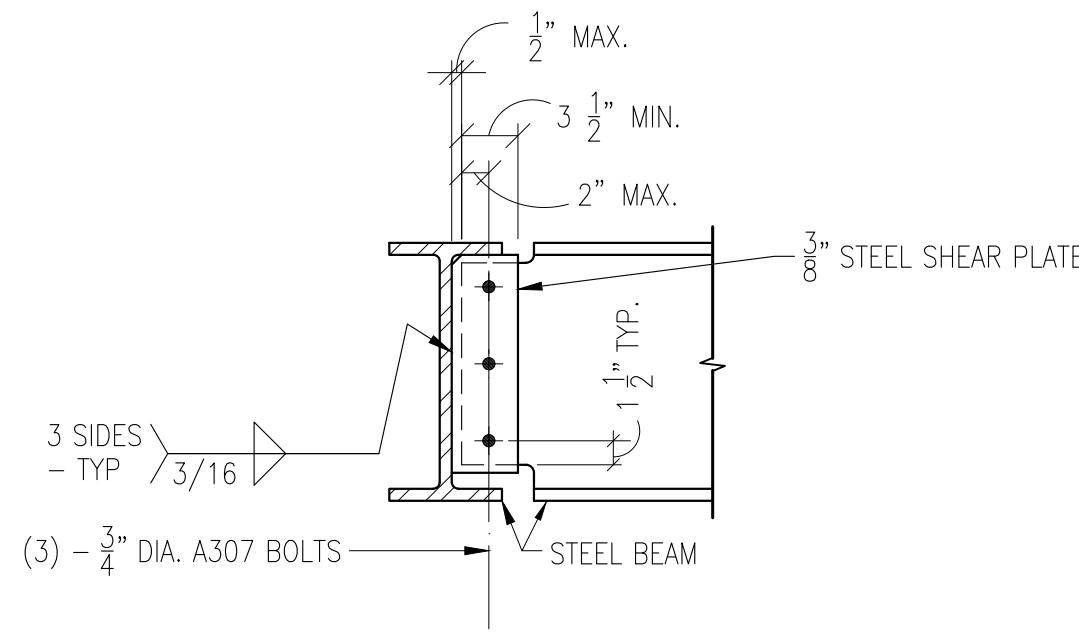
tel (928) 343-1694



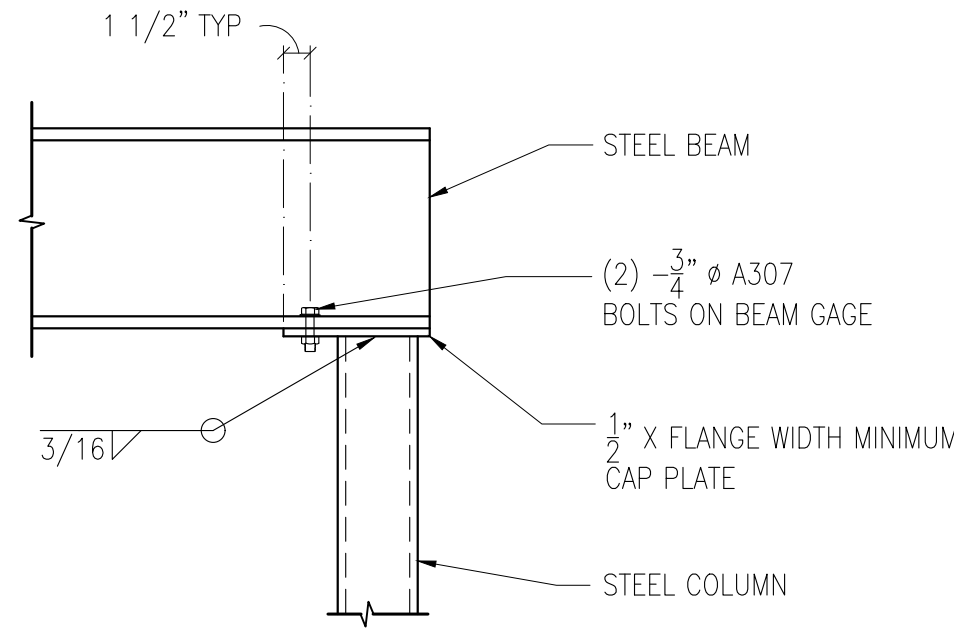
JOB NO: 2026-06
DATE: MAY 2026
REVISIONS

ROOF FRAMING PLAN

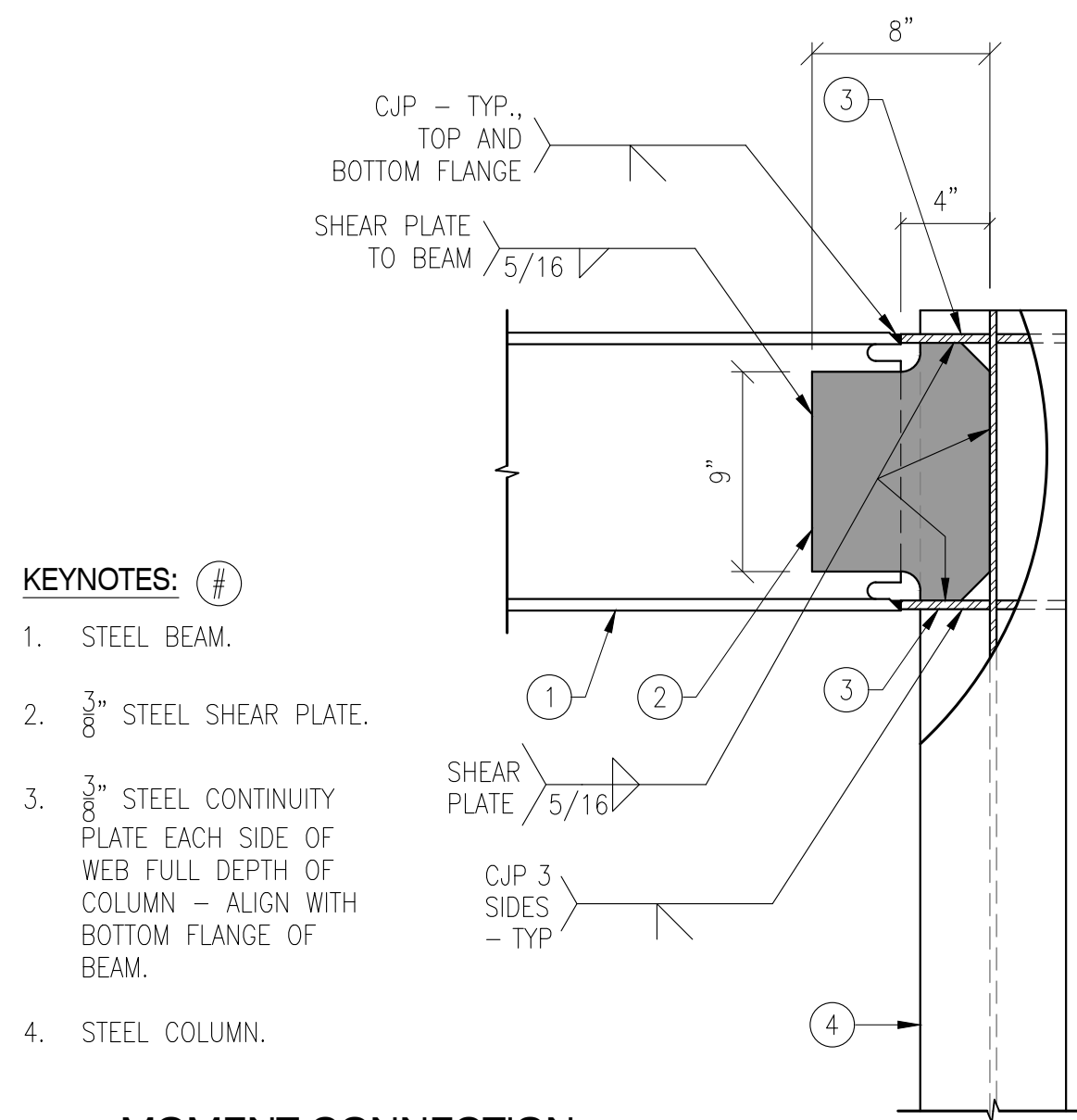
S3.1
CONSTRUCTION DOCUMENTS



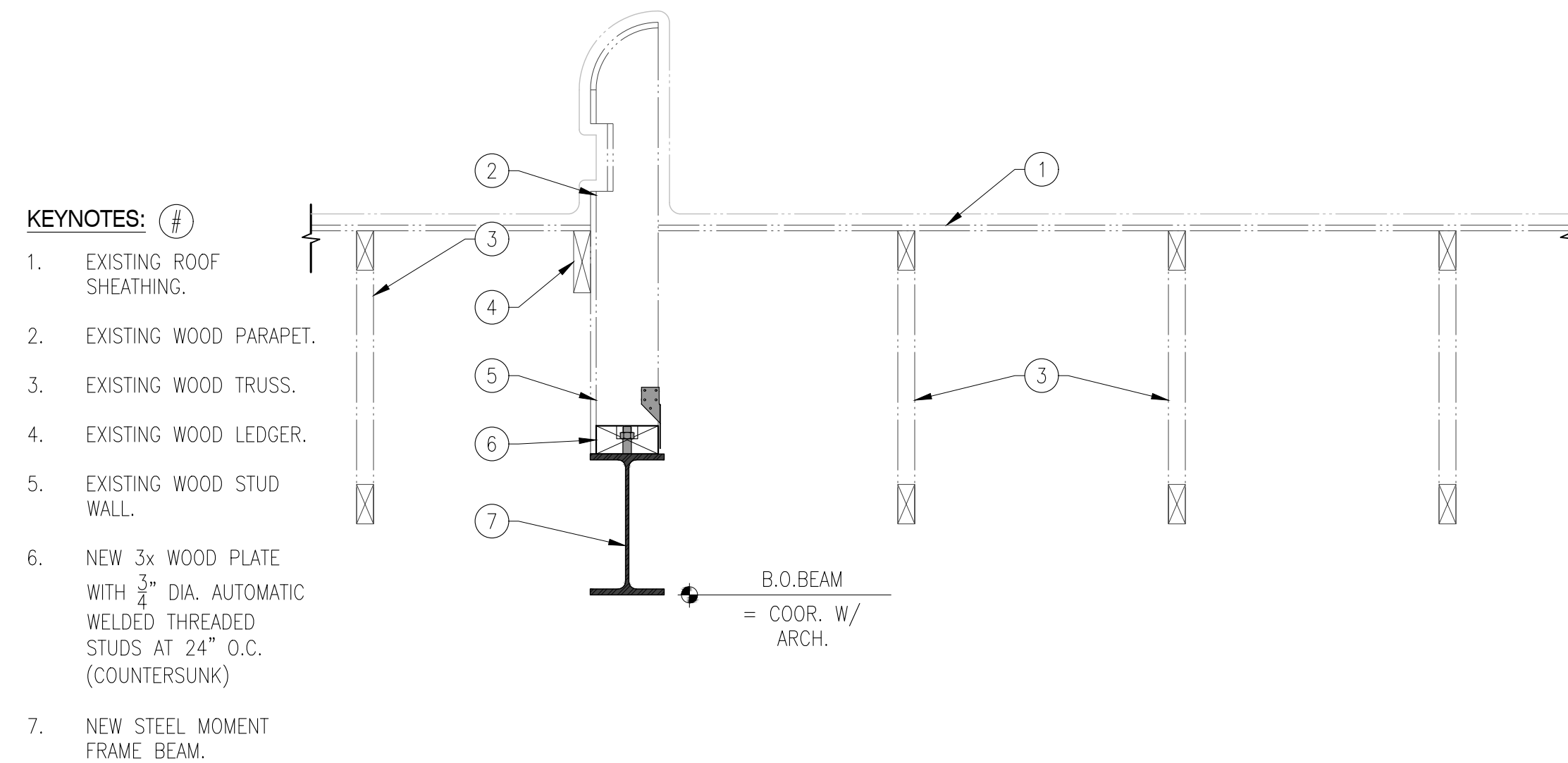
206 STEEL BEAM TO STEEL BEAM CONNECTION



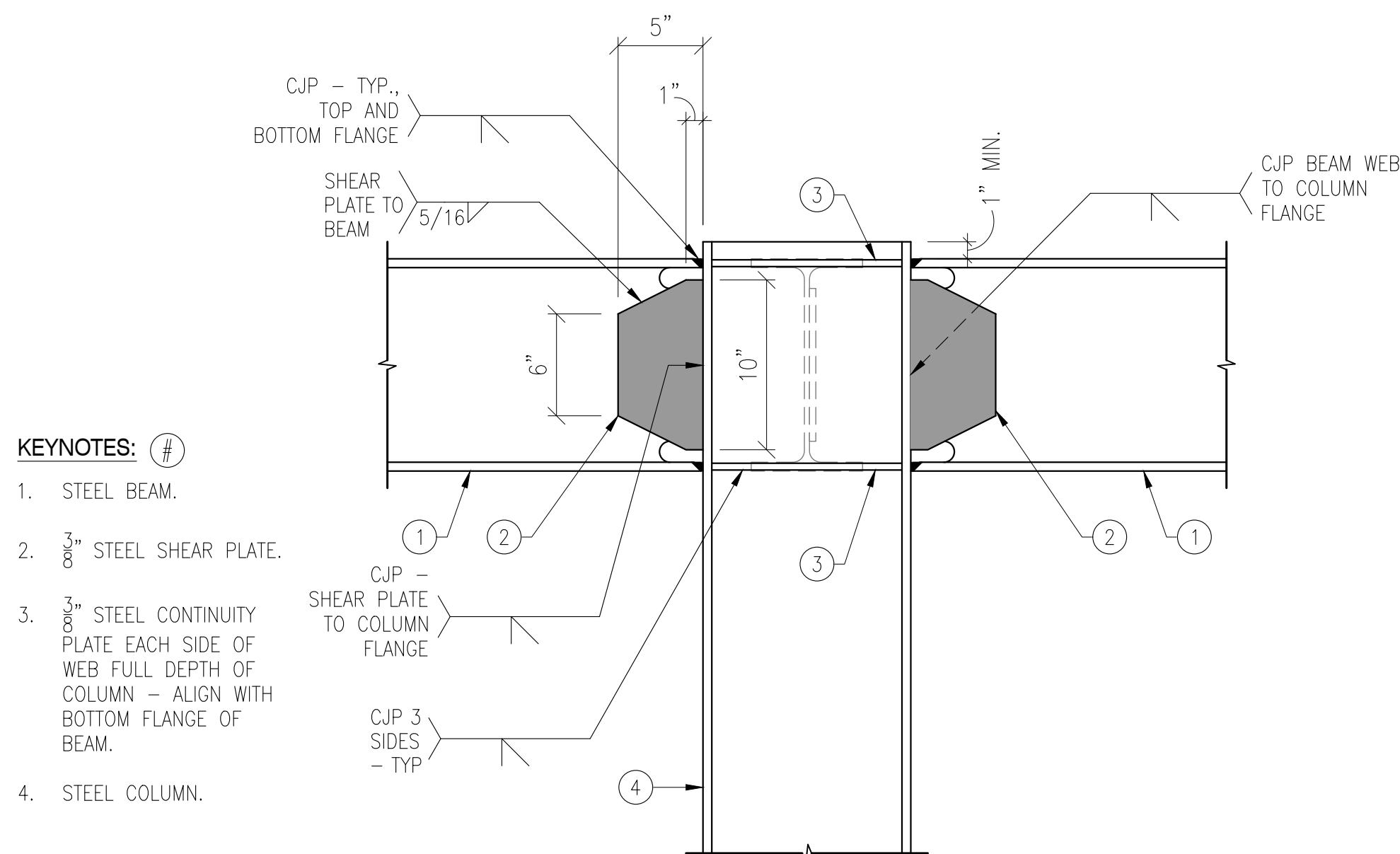
203 STEEL BEAM END CONNECTION AT STEEL COLUMN



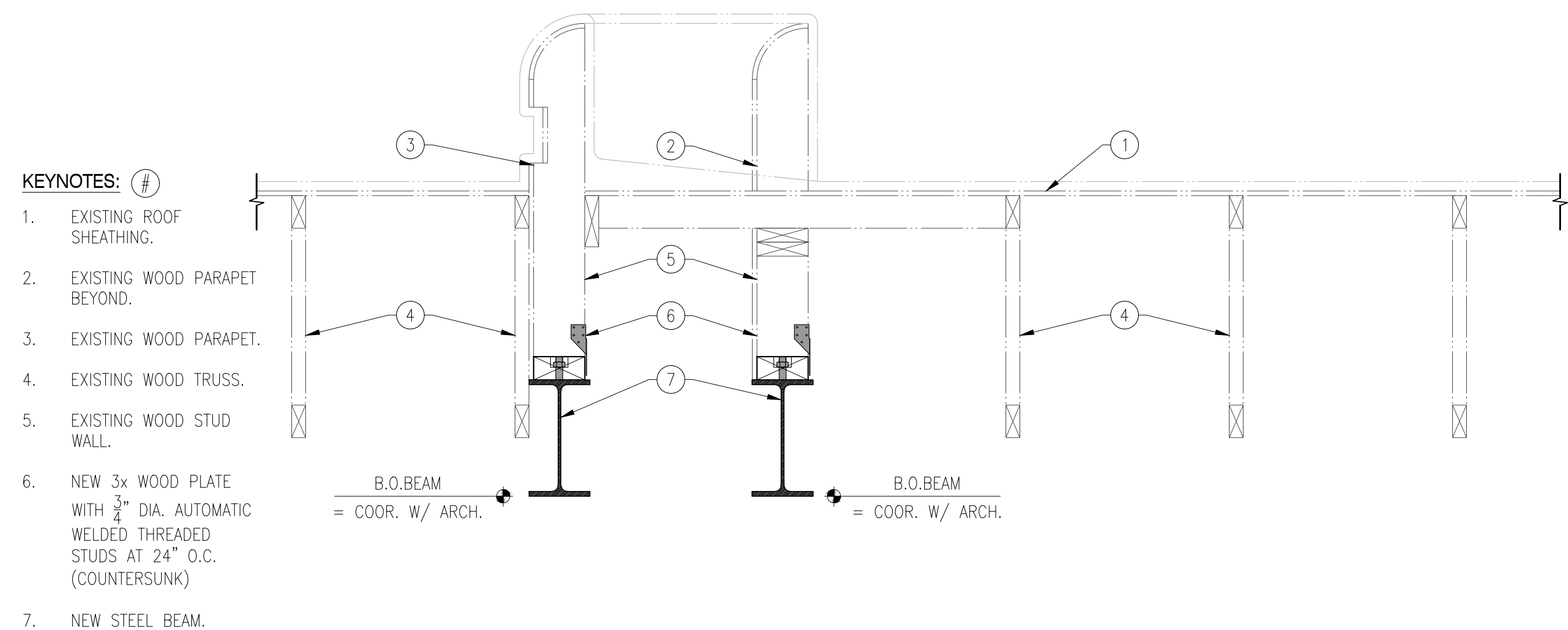
205 MOMENT CONNECTION OF STEEL BEAM TO WIDE FLANGE COLUMN



202 NEW MOMENT FRAME AT EXISTING ROOF FRAMING



204 MOMENT CONNECTION OF STEEL BEAM TO WIDE FLANGE COLUMN



201 NEW MOMENT FRAME AT EXISTING ROOF FRAMING



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

EVALUATION TABULATION

RFB No. 2027-RFB-00000001

City of San Luis Senior Center Renovation Project

RESPONSE DEADLINE: August 25, 2026 at 11:00 am

Report Generated: Wednesday, September 2, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Merrill Development, inc.	\$228,736.20
Yuma Valley Contractors Inc.	\$269,552.11
DWD CONSTRUCTION CO	\$292,396.00
GCI CONSTRUCTION & INSPECTIONS, LLC	\$298,200.00
Gwynn Construction	\$306,815.25
Doege Development LLC	\$410,624.00
Loven Contracting, Inc.	\$428,427.89

EVALUATION TABULATION
RFB No. 2027-RFB-00000001
City of San Luis Senior Center Renovation Project

Vendor	Total
Sunfire Construction LLC	\$585,814.04

SENIOR CENTER RENOVATION PROJECT (Table 1 of 2)

Senior Center Renovation Project					Doege Development LLC		DWD CONSTRUCTION CO		GCI CONSTRUCTION & INSPECTIONS, LLC		Gwynn Construction		Loven Contracting, Inc.	
Selecte d	Line Item	Descripti on	Quantit y	Unit of Measur e	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remodel of Senior Center (Excludin g East Staff Restroom s)	1	Lump Sum	\$337,741.00	\$337,741.00	\$196,803.00	\$196,803.00	\$224,000.00	\$224,000.00	\$237,560.00	\$237,560.00	\$327,888.85	\$327,888.85
X	2	East Restroom s Remodel	1	Lump Sum	\$53,330.00	\$53,330.00	\$81,670.00	\$81,670.00	\$60,000.00	\$60,000.00	\$54,645.00	\$54,645.00	\$80,137.71	\$80,137.71
X	3	5% Contingen cy of Total (Line Items 1-2)	1	5% of Total	\$19,553.00	\$19,553.00	\$13,923.00	\$13,923.00	\$14,200.00	\$14,200.00	\$14,610.25	\$14,610.25	\$20,401.33	\$20,401.33
Total						\$410,624.00		\$292,396.00		\$298,200.00		\$306,815.25		\$428,427.89

SENIOR CENTER RENOVATION PROJECT (Table 2 of 2)

EVALUATION TABULATION
RFB No. 2027-RFB-00000001
City of San Luis Senior Center Renovation Project

Senior Center Renovation Project					Merrill Development, inc.		Sunfire Construction LLC		Yuma Valley Contractors Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remodel of Senior Center (Excluding East Staff Restrooms)	1	Lump Sum	\$172,095.00	\$172,095.00	\$448,384.45	\$448,384.45	\$221,117.56	\$221,117.56
X	2	East Restrooms Remodel	1	Lump Sum	\$45,749.00	\$45,749.00	\$109,533.68	\$109,533.68	\$35,598.74	\$35,598.74
X	3	5% Contingency of Total (Line Items 1-2)	1	5% of Total	\$10,892.20	\$10,892.20	\$27,895.91	\$27,895.91	\$12,835.81	\$12,835.81
Total						\$228,736.20		\$585,814.04		\$269,552.11



CITY OF SAN LUIS

AGREEMENT FOR THE CONSTRUCTION OF CITY OF SAN LUIS City of San Luis Senior Center Renovation Project

This agreement ("Contract") is made on Wednesday, September 9, 2026, by and between:

Merrill Development, inc.
3266 E 33rd Place
Yuma, AZ 85365

Incorporation ("Contractor") and

City of San Luis
1090 East Union Street [physical address]
P.O. Box 7740 [mailing address]
San Luis, Arizona 85349

an Arizona municipal corporation ("City" or
"City of San Luis")

The Contractor and City may be referred to individually as the "Party" and collectively as the "Parties." All defined words in the document titled "General Conditions of the Contract" ("General Conditions"), which was provided in the City's Request for Proposals ("RFP"), City of San Luis Senior Center Renovation Project, 2027-RFB-00000001, 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 Senior Center Renovation Project ("Project"), per the Contractor's bid of August 25, 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 September 9, 2026;

NOW, THEREFORE, the above recitals are incorporated into this Contract. In consideration of the City paying the sum of \$228,736.20 to the Contractor and the Contractor constructing the City of San Luis Senior Center Renovation project and other work incidental in the manner and at the time

provided in this Contract, and in consideration of the other mutual benefits and obligations contained in this Contract, the Parties agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY:	Jenny Torres, City Manager City of San Luis, Arizona Telephone: (928) 341-8520 E-mail: jtorres@sanluisaz.gov
CITY PROJECT MANAGER:	Jorge Perez, Assistant Director of Public Works City of San Luis Telephone: (928) 341-8577 E-mail: jperez@sanluisaz.gov
CONTRACTOR:	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:	Christopher Thompson Thompson Design Architects Telephone: (928) 343-1694 E-mail: chris@thompsonarch.com
PROJECT DESCRIPTION:	City of San Luis, City of San Luis Senior Center Renovation Project
PROJECT LOCATION:	790 E. Cesar Chavez Blvd. San Luis, AZ 85349

ARTICLE 2 - CONTRACT DOCUMENTS

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

1. Change Orders, written and properly executed (if any), as defined in the General Conditions;
2. Performance bond and payment bond (required by A.R.S. § 41-2574, also known as contract bond and labor & materials bond), warranty bond, bid bond, and other bonds;
3. Project specifications;

4. Construction Documents, as defined in the General Conditions;
5. General Conditions;
6. Special Conditions provided in the RFP Pages SP-1 through SP-8 (which amend Part 100 of the 2016 City of San Luis Supplemental to the 2015 MAG Uniform Standard Specifications);
7. 2016 City of San Luis Supplemental to the 2015 MAG Uniform Standard Specifications and Details for Public Works Construction and City of Yuma Construction Standard Detail Drawings, MAG Uniform Standard Specifications and Details for Public Works Construction, City of Yuma Construction Standard Detail Drawings – Edition 2019;
8. Bid documents {including but not limited to the advertisement for bids, bid schedule, addenda (if any), additive bid items (if any), and the Proposal;
9. Certificates of Insurance;
10. Notice to Proceed, as defined in the General Conditions; and
11. Project Schedule, as defined in the General Conditions

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

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

ARTICLE 3 - CONSTRUCTION SERVICES

4-1 General.

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

4-1.02 The Contractor shall provide all the labor and materials and perform the Work in accordance with Section 4 of the General Conditions, including but not 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 \$228,736.20.

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
Michael Merrill
FULL NAME

DATE SIGNED



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. D.

Meeting Date: 09/09/2026

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

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

Action Requested: Motion
Public Hearing

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Jose Felix Santana on behalf of Tacos y Mariscos La India, LLC, located at 879 East B Street, San Luis, Arizona. **(Sonia Cornelio, City Clerk)**

- A. Staff and/or Applicant presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Tacos y Mariscos La India, LLC

SUMMARY:

Mr. Jose Felix Santana submitted a Liquor License Application to the Arizona Department of Liquor Licenses and Control. The notice and the application were posted in a conspicuous place at the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days pursuant to A.R.S. § 4-201(B).

The City Clerk's office has not received any comments in favor of or against the application. Staff recommends approval of the recommendation to the Arizona Department of Liquor Licenses and Control for Tacos y Mariscos La India, LLC.

RECOMMENDATION / SUGGESTED MOTION:

A. STAFF AND/OR APPLICANT PRESENTATION

B. MAYOR NIEVES RIEDEL TO OPEN THE PUBLIC HEARING

C. MAYOR NIEVES RIEDEL TO CALL THE PUBLIC ON THIS ITEM

D. MAYOR NIEVES RIEDEL TO CLOSE THE PUBLIC HEARING

E. I MOVE TO RECOMMEND APPROVAL OF THE LIQUOR LICENSE APPLICATION TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR TACOS Y MARISCOS LA INDIA, LLC, AS PRESENTED.

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

Notice

Application

Liquor License Review - DS

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: August 4, 2026

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

San Luis City Council

PLACE 1090 E. Union St. San Luis, AZ 85349 DATE/TIME 9/9/2026 @ 6:00 pm

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 928-341-8520

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE

STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT

THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: 928-341-8520 STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

RECEIVED

AUG 4 2026

CITY CLERK'S OFFICE

State of Arizona
Department of Liquor Licenses and Control

Created 08/04/2026 @ 11:29:04 AM

Local Governing Body Report

LICENSE

Number: Type: 012 RESTAURANT
Name: TACOS Y MARISCOS LA INDIA
State: Pending
Issue Date: Expiration Date:
Original Issue Date:
Location: 879 EAST B STREET
SAN LUIS, AZ 85336
USA
Mailing Address: 879 EAST B STREET
SAN LUIS, AZ 85336
USA
Phone: (928)318-7638
Alt. Phone:
Email: TACOSYMARISCOSLAINDIA@GMAIL.COM

AGENT

Name: JOSE FELIX SANTANA
Gender: Male
Correspondence Address: 879 EAST B STREET
SAN LUIS, AZ 85336
USA
Phone: (928)318-7638
Alt. Phone: (562)805-4460
Email: SANTANAJOSE1974@GMAIL.COM

OWNER

Name: TACOS Y MARISCOS LA INDIA LLC
Contact Name: JOSE FELIX SANTANA
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 25042223 State of Incorporation: AZ
Incorporation Date: 04/02/2026
Correspondence Address: 879 EAST B STREET
SAN LUIS, AZ 85336
USA
Phone: (928)318-7638
Alt. Phone:
Email: TACOSYMARISCOSLAINDIA@GMAIL.COM

Officers / Stockholders

*60 day
10-03-24*

Name:	Title:	% Interest:
JOSE FELIX SANTANA	Member	50.00
LIZ YONIBA DUARTE REYES	Member	50.00

TACOS Y MARISCOS LA INDIA LLC - Member

Name: JOSE FELIX SANTANA
 Gender: Male
 Correspondence Address: 879 EAST B STREET
 SAN LUIS, AZ 85336
 USA
 Phone: (928)318-7638
 Alt. Phone: (562)805-4460
 Email: SANTANAJOSE1974@GMAIL.COM

TACOS Y MARISCOS LA INDIA LLC - Member

Name: LIZ YONIBA DUARTE REYES
 Gender: Female
 Correspondence Address: 879 EAST B STREET
 SAN LUIS, AZ 85336
 USA
 Phone: (928)318-7638
 Alt. Phone: (562)805-4462
 Email: TACOSYMARISCOSLAINDIA@GMAIL.COM

MANAGERS

Name: JOSE FELIX SANTANA
 Gender: Male
 Correspondence Address: 879 EAST B STREET
 SAN LUIS, AZ 85336
 USA
 Phone: (928)318-7638
 Alt. Phone: (562)805-4460
 Email: SANTANAJOSE1974@GMAIL.COM

Name: LIZ YONIBA DUARTE REYES
 Gender: Female
 Correspondence Address: 879 EAST B STREET
 SAN LUIS, AZ 85336
 USA
 Phone: (928)318-7638
 Alt. Phone: (562)805-4462
 Email: TACOSYMARISCOSLAINDIA@GMAIL.COM

APPLICATION INFORMATION

Application Number: 406315
Application Type: New Application
Created Date: 07/16/2026

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
EVICTION
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
N/A
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
RESTAURANT



City of San Luis

Development Services Department

Planning & Zoning · GIS · Building Safety · Code Enforcement

Liquor License Review

Name of Business: Tacos y Mariscos La India

Former Name of Business (If applicable): _____

Physical Address: 879 E. B Street

Type of Arizona Liquor License Requested: Restaurant

Date of City Council Public Hearing: September 9, 2026

Zoning: Community Commercial (C-2) // **Is the request a permitted use?** Yes

Distance to nearest school facility: 683 N. Main Street, Portable Practical Educational Preparation
1,020 Feet see Exhibit A (distance is measured from wall to wall unless outdoor recreation area is included).

Verified by Planning and Zoning Division: _____

Date: 9/1/2026

Liquor License Review - Nearest School Facility

- Site: Tacos y Mariscos La India



PORTABLE PRACTICAL
EDUCATIONAL
PREPARATION INC

TACOS Y
MARISCOS
LA INDIA

Legend

683 N Main St (77546018)

879 E B St (77546252)

Distance Measurement



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. E.

Meeting Date: 09/09/2026

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

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

Action Requested: Motion
Public Hearing

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding the recommendation of the Liquor License Application submitted to the Arizona Department of Liquor Licenses and Control by Ruben Alberto Walshe on behalf of Bodega 23 Padel Club, LLC, located at 233 N. Avenue E, San Luis, Arizona. **(Sonia Cornelio, City Clerk)**

- A. Staff and/or Applicant presentation
- B. Open Public Hearing
- C. Call to the public on this item
- D. Close Public Hearing
- E. Action on the recommendation of the Liquor License Application to the Arizona Department of Liquor Licenses and Control for Bodega 23 Padel Club, LLC

SUMMARY:

Mr. Ruben Alberto Walshe submitted a Liquor License Application to the Arizona Department of Liquor Licenses and Control. The notice and the application were posted in a conspicuous place at the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days pursuant to A.R.S. § 4-201(B).

The City Clerk's office has not received any comments in favor of or against the application. Staff recommends approval of the recommendation to the Arizona Department of Liquor Licenses and Control for Bodega 23 Padel Club, LLC.

RECOMMENDATION / SUGGESTED MOTION:

- A. STAFF AND/OR APPLICANT PRESENTATION
- B. MAYOR NIEVES RIEDEL TO OPEN THE PUBLIC HEARING
- C. MAYOR NIEVES RIEDEL TO CALL THE PUBLIC ON THIS ITEM
- D. MAYOR NIEVES RIEDEL TO CLOSE THE PUBLIC HEARING
- E. I MOVE TO RECOMMEND APPROVAL OF THE LIQUOR LICENSE APPLICATION TO THE ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL FOR BODEGA 23 PADEL CLUB, LLC, AS PRESENTED.

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

Notice

Application

Liquor License Review - DS

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: August 13, 2026

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

San Luis City Council

PLACE 1090 E. Union St - San Luis, AZ 85349 DATE/TIME 9/9/2026 @ 6:00 pm

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 928-341-8520

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: 928-341-8520 STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

RECEIVED

AUG 13 2026

CITY CLERK'S OFFICE

State of Arizona
Department of Liquor Licenses and Control

Created 08/13/2026 @ 02:17:24 PM

Local Governing Body Report

LICENSE

Number: Type: 012 RESTAURANT
Name: BODEGA 23 PADEL CLUB
State: Pending
Issue Date: Expiration Date:
Original Issue Date:
Location: 233 N AVENUE E
SAN LUIS, AZ 85336
USA
Mailing Address: PO BOX 1623
SAN LUIS, AZ 85349
USA
Phone: (928)261-0032
Alt. Phone:
Email: LABODEGAENTERTAINMENT@GMAIL.COM

AGENT

Name: RUBEN ALBERTO WALSHE
Gender: Male
Correspondence Address: PO BOX 1523
SAN LUIS, AZ 85349
USA
Phone: (928)261-0032
Alt. Phone:
Email: LABODEGAENTERTAINMENT@GMAIL.COM

OWNER

Name: BODEGA 23 PADEL CLUB LLC
Contact Name: RUBEN ALBERTO WALSHE
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 25056682 State of Incorporation: AZ
Incorporation Date: 04/30/2026
Correspondence Address: PO BOX 1633
SAN LUIS, AZ 85349
USA
Phone: (928)261-0032
Alt. Phone:
Email: LABODEGAENTERTAINMENT@GMAIL.COM

Officers / Stockholders

60 days
10-12-26

Name:
RUBEN ALBERTO WALSH

Title:
Member

% Interest:
100.00

BODEGA 23 PADEL CLUB LLC - Member

Name: RUBEN ALBERTO WALSH
Gender: Male
Correspondence Address: PO BOX 1523
SAN LUIS, AZ 85349
USA
Phone: (928)261-0032
Alt. Phone:
Email: LABODEGAENTERTAINMENT@GMAIL.COM

MANAGERS

Name: RUBEN ALBERTO WALSH
Gender: Male
Correspondence Address: PO BOX 1523
SAN LUIS, AZ 85349
USA
Phone: (928)261-0032
Alt. Phone:
Email: LABODEGAENTERTAINMENT@GMAIL.COM

APPLICATION INFORMATION

Application Number: 406303
Application Type: New Application
Created Date: 07/16/2026

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$50,000

- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
RESTAURANT

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MENU	MENU.pdf	07/16/2026
DIAGRAM/FLOOR PLAN	FLOOR PLAN.jpeg	07/16/2026
QUESTIONNAIRE	PERSONAL INFO QUESTIONNAIRE.pdf	07/16/2026
RECORDS REQUIRED FOR AUDIT	RECORDS REQUIERED FOR AUDIT.pdf	07/16/2026
RESTAURANT OPERATION PLAN	RESTAURANT OPERATION PLAN.pdf	07/16/2026
	ALIEN STATUS.pdf	07/17/2026
	BIRTH CERTIFICATE.pdf	07/20/2026
	DL RUBEN A WALSHE.jpeg	07/22/2026
	Premises Diagram.1.jpeg	07/29/2026
	Premises Diagram.2.jpeg	07/29/2026
	Premises Diagram.3.jpeg	07/29/2026
	SIGNED STATEMENTS.pdf	07/29/2026
	Premises Diagrams.pdf	08/04/2026



City of San Luis

Development Services Department

Planning & Zoning · GIS · Building Safety · Code Enforcement

Liquor License Review

Name of Business: Bodega 23 Padel Club

Former Name of Business (If applicable): _____

Physical Address: 233 N. Avenue E

Type of Arizona Liquor License Requested: Restaurant

Date of City Council Public Hearing: September 9, 2026

Zoning: Community Commercial (C-2) // **Is the request a permitted use?** Yes

Distance to nearest school facility: 3667 E. San Luis Lane, Sun Valley Elementary School. 5,638 Feet,
see Exhibit A (distance is measured from wall to wall unless outdoor recreation area is included).

Verified by Planning and Zoning Division: _____

Date: 9/1/2026

Liquor License Review - Nearest School Facility

- Site: Bodega 23 Padel Club



**SUN VALLEY
ELEMENTARY
SCHOOL**

**BODEGA 23
PADEL
CLUB**

Legend

-  3667 E San Luis Ln (77752100)
-  233 N Ave E (77857018)
-  Distance Measurement



AGENDA ITEM REVIEW FORM

Regular City Council Meeting

7. F.

Meeting Date: 09/09/2026

Department Head: Joe Estes, City Attorney, Attorney's Office

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

Action Requested: Motion
Public Hearing
Resolution

ITEM:

Public Hearing followed by discussion and possible action on any and all matters regarding Resolution No. 2414. An amending resolution of the Mayor and City Council of the City of San Luis, Arizona, approving the application of draws on existing tax-exempt draw-down bonds issued by the Industrial Development Authority of the City of San Luis, Arizona, in a maximum principal amount not to exceed \$10,000,000, to the refinancing of certain outstanding debt obligations of Regional Center for Border Health, Inc., and declaring an emergency. **(Glenn J. Gimbut, Counsel for Regional Center for Border Health Inc.)**

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

- A. Presentation the Regional Center for Border Health, Inc.
- B. Open Public Hearing
- C. Call to the Public
- D. Close Public Hearing
- E. Discussion and Action on Resolution No. 2414

SUMMARY:

On October 2, 2024, the City Council passed Resolution No. 2334 to approve the Regional Center for Border Health, Inc. ("RCBH"), an Arizona non-profit corporation, borrowing \$80,000,000 for its hospital project through the conduit of the IDA, as IDAs have the legal power to issue debt exempt from federal income taxes. The tax exemption makes interest rates more favorable and debt more marketable than loans, where the income from interest payments is taxable. The amount borrowed was subsequently increased to \$100,000,000 on September 10, 2025 by Resolution No. 2375, then again to \$110,000,000 by Resolution No. 2390 on January 14, 2026.

Under Arizona Statute A.R.S. § 35-742, neither the city nor the Industrial Development Authority of San Luis ("IDA") is liable in any manner for the loan.

This amending resolution is necessary because the completion of financing for this project requires refinancing certain outstanding loans made to RCBH by the United States Department of Agriculture ("USDA"). RCBH, together with the San Luis Walk-in Clinic, Inc. (the "Borrowers"), is requesting the authorization to apply a portion of the proceeds of certain draws on the Healthcare Facilities Revenue Bonds to such refinancings in accordance with an amended plan of finance. All the property financed with proceeds of the refunded loans (the "Subject Financed Property") will be owned and principally used by RCBH, and the Subject Financed Property and the New Hospital Project will be used by the

Borrowers in an integrated operation.

A public hearing is required before discussion of this item under A.R.S. § 35-721(B) and Section 147(f) of the Internal Revenue Service Code for approval of the Industrial Development Authority of San Luis ("IDA") and the City Council of San Luis to issue this amendment to the application. Therefore, a new Public Hearing is needed.

The bond lawyer or lawyers will be available by video conference during the Council meeting.

RECOMMENDATION / SUGGESTED MOTION:

A. STAFF PRESENTATION

B. MAYOR NIEVES RIEDEL TO OPEN THE PUBLIC HEARING

C. MAYOR NIEVES RIEDEL TO CALL THE PUBLIC ON THIS ITEM

D. MAYOR NIEVES RIEDEL TO CLOSE THE PUBLIC HEARING

E. I MOVE TO APPROVE AND ADOPT RESOLUTION NO. 2414 AND DECLARE AN EMERGENCY

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:	No
CITY/STATE/FEDERAL FUNDS:	N/A
TOTAL:	N/A
BUDGETED AMOUNT:	N/A
AVAILABLE AMOUNT TO TRANSFER:	N/A

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

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

There is no fiscal impact to the City of San Luis nor to the San Luis Industrial Development Authority. The Regional Center for Border Health, Inc. is responsible for payment of the loan.

Attachments

Resolution No. 2414

Previously Amended Resolutions

ARS 35-721 City Approves for IDA

ARS 35-742 City not Liable



Resolution

No. 2414

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AN AMENDING RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING THE APPLICATION OF DRAWS ON EXISTING TAX-EXEMPT DRAW-DOWN BONDS ISSUED BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF SAN LUIS, ARIZONA, IN A MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000, TO THE REFINANCING OF CERTAIN OUTSTANDING DEBT OBLIGATIONS OF REGIONAL CENTER FOR BORDER HEALTH, INC., AND DECLARING AN EMERGENCY

WHEREAS, The Industrial Development Authority of the City of San Luis, Arizona (the "Issuer"), pursuant to the Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended (the "Act"), is authorized to issue debt and to loan the proceeds of such debt to Regional Center for Border Health, Inc. ("RCBH"), an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and San Luis Walk-In Clinic, Inc. ("SLWIC" and, together with RCBH, the "Borrowers"), an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Code, as part of a plan of finance, to provide financing for the projects described hereafter;

WHEREAS, the Issuer has previously issued its Healthcare Facilities Revenue Bonds, Series 2026 (the "Subject Debt"), in the maximum principal amount of \$83,745,000, as tax-exempt draw-down bonds constituting qualified 501(c)(3) bonds (as defined in Section 145 of the Code) in anticipation of loaning the proceeds thereof to the Borrowers (referred to herein as the "Financing"), to be applied to (i) the designing, construction, and equipping of RCBH's new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "New Hospital Project"), which is to be owned and operated by RCBH, expected to be approximately 64,000 square feet in size, and to be constructed on a 10-acre parcel owned by RCBH with an anticipated street address of 285 South Oak Avenue, San Luis, AZ, 85336, which is adjacent to the RCBH's existing Medical Mall facilities located at 151 South Oak Avenue, San Luis, AZ, 85349; (ii) the payment of certain costs of issuance of such debt; and (iii) the funding of one or more reserve funds and capitalized interest;

WHEREAS, in accordance with Section 147(f) of the Code, public hearings were held before the City Council of the City of San Luis, Arizona on October 2, 2024 and September 10, 2025 (collectively, the "Prior Hearings") to provide an opportunity for interested

persons to express their views, orally and in writing, with respect to the issuance of the Subject Debt

WHEREAS, following the Prior Hearings, the City Council approved the New Hospital Project and the Financing in accordance with Resolution No. 2334, adopted on October 2, 2024, as subsequently amended by Resolution No. 2375, adopted on September 10, 2025, and Resolution No. 2390, adopted on January 14, 2026 (collectively, the "Prior Resolution");

WHEREAS, since the adoption of the Prior Resolution, the Borrowers have determined the completion of the Financing requires the refinancing of certain outstanding loans made to RCBH by the United States Department of Agriculture ("USDA"), and the Borrowers have requested the authorization to apply a portion of the proceeds of certain draws on the Subject Debt to such refinancings in accordance with an amended plan of finance;

WHEREAS, the USDA loans proposed to be refinanced with a portion of the proceeds of the Subject Debt (the "Refunding Project") consist of: (i) a November 14, 2007 loan which was used to finance the acquisition, construction and/or equipping of capital improvements to medical related facilities of RCBH located at 214 W. Main Street, Somerton, AZ 85350 (the "2007 Loan"); (ii) a June 15, 2016 loan which was used to finance the acquisition, construction and/or equipping of capital improvements to medical related facilities of RCBH located at 950 E. Main Street, Buildings A and B, Somerton, AZ 85350 (the "2016 Loan"); (iii) a November 26, 2019 loan which was used to finance the acquisition, construction and/or equipping of capital improvements to medical related facilities of RCBH located at: (A) 3748 E. Los Olivos Drive, San Luis, AZ 85349; (B) 3779 W. San Pedro Street, San Luis, AZ 85349; (C) 3855 E. Udall Lane, San Luis, AZ 85349; (D) 460 S. Bingham Drive, Somerton, AZ 85350; (E) 545 E. Eucalyptus Street, Somerton, AZ 85350; and (F) 795 E. Crane Street, Somerton, AZ 85350 (the "2019 Loan"); and (iv) a June 8, 2022 loan which was used to finance the acquisition, construction and/or equipping of capital improvements to medical related facilities of RCBH located at 745 N. Avenida Serenidad, Somerton, AZ 85350 (the "2022 Loan"; and together with the 2007 Loan, the 2016 Loan, and the 2019 Loan, collectively, the "Refunded Loans");

WHEREAS, a new public hearing before City Council is needed to authorize the application of a portion of the Subject Debt proceeds, in an aggregate maximum stated principal amount not to exceed \$10,000,000, to the Refunding Project (the "Amendment");

WHEREAS, the maximum stated principal amount of the Subject Debt allocable to refinancing of the 2007 Loan is \$1,462,598.48; the maximum stated principal amount of the Subject Debt allocable to refinancing of the 2016 Loan is \$7,885,800.40; the maximum stated principal amount of the Subject Debt allocable to refinancing of the 2019 Loan is \$571,714.37; and the maximum stated principal amount of the Subject Debt allocable to refinancing of the 2022 Loan is \$79,886.75;

WHEREAS, all of the property financed with proceeds of the Refunded Loans (the "Subject Financed Property") will be owned and principally used by RCBH, and the Subject Financed Property and the New Hospital Project will be used by the Borrowers in an integrated operation;

WHEREAS, on or prior to the date hereof, by the adoption of an amending resolution, the Issuer has authorized the Amendment, such resolution being conditioned upon, among other things, the granting of approval therefor by the Mayor of the City and the City Council of the City of San Luis, Arizona (individually and collectively, the "City");

WHEREAS, pursuant to Section 147(f) of the Code and Section 35-721.B of the Act, the proceedings of the Issuer to approve the Amendment require the approval of the City;

WHEREAS, it is intended that the Prior Resolution, as amended by this Resolution, shall constitute approval by the City with respect to the Amendment pursuant to Section 147(f) of the Code and Section 35-721.B of the Act; and

WHEREAS, following publication of a Notice of Public Hearing in *The Yuma Sun* on September 2, 2026, a public hearing concerning the amended application of the Subject Debt was held by the Issuer, pursuant to Section 147(f) of the Code, on September 9, 2026, in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85349.

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

Section 1: The description of the plan of finance under the Prior Resolution and the permitted uses of the Subject Debt is hereby amended to include the application of the Subject Debt, in a maximum stated principal amount of \$10,000,000 (\$1,462,598.48 with respect to the 2007 Loan, \$7,885,800.40 with respect to the 2016 Loan, \$571,714.37 with respect to the 2019 Loan, and \$79,886.75 with respect to the 2022 Loan), to the Refunding Project; and

Section 2: All remaining provisions of the Prior Resolution not otherwise amended by this Resolution remain unchanged and in full force and effect; and

Section 3: The appropriate officers of the City are hereby authorized and directed to do all such things to execute and deliver all such documents on behalf of the City as may be necessary or desirable to complete the Amendment and effectuate the intent of this Resolution and the Issuer's resolutions in connection with the financing of the Refunding Project; and

Section 4: It is intended that the Prior Resolution, as amended by this Resolution, shall constitute approval by the City with respect to the Amendment and Refunding Project pursuant to (i) Section 35-721.B of the Act, and (ii) Section 147(f) of the Code.

Section 5: The City hereby finds, determines, and declares that:

(a) The completion of the New Hospital Project, necessitating the Refunding Project (collectively, the "Project"), has been delayed for reasons beyond the Borrowers' control, putting construction costs at risk of escalation, and any further delays would jeopardize the Borrowers' ability to complete the Project within its current budget; therefore, time is of the essence with respect to the completion of the Financing, as amended hereby; and

(b) It being necessary for the preservation of the peace, health and safety of the City of San Luis, Arizona, an emergency is declared to exist, and this Resolution shall become immediately operative and in force from and after the date of posting hereof.

PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this ____ day of September 2026.

City of San Luis, Arizona

Nieves Riedel, Mayor

Attest:

Approved As to Form

Sonia Cornelio, City Clerk

Joseph Estes, City Attorney

Attachment: Notice of Public Hearing – *The Yuma Sun*

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, as required by and in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), that, commencing at 6:00 p.m., or as soon thereafter as the matter may be heard, on September 9, 2026, a public hearing will be held before the City Council of the City of San Luis in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85349, for the purpose of providing an opportunity for interested persons to express their views, orally and in writing, with respect to the application of a portion of certain draws on previously issued Healthcare Facilities Revenue Bonds (the "Subject Debt"), in the maximum principal amount of \$83,745,000, issued by The Industrial Development Authority of the City of San Luis, Arizona (the "Issuer"), to the Refunding Project described below. The Subject Debt was issued as tax-exempt draw-down bonds constituting qualified 501(c)(3) bonds (as defined in Section 145 of the Code).

As previously authorized by the Issuer and the City of San Luis, Arizona, the proceeds of the Subject Debt are being lent by the Issuer to Regional Center for Border Health, Inc. ("RCBH"), an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Code, and San Luis Walk-In Clinic, Inc. ("SLWIC" and, together with RCBH, the "Borrowers"), an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Code, to provide financing for (i) the design, construction and equipping of a new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "New Hospital Project"), which is to be owned and operated by RCBH, expected to be approximately 64,000 square feet in size, and to be constructed on a 10-acre parcel owned by RCBH with an anticipated street address of 285 South Oak Avenue, San Luis, AZ, 85336; (ii) the payment of certain costs of issuance of such debt; and (iii) the funding of one or more reserve funds and payment of capitalized interest.

Since the initial authorization of the Subject Debt, the Borrowers have determined it is necessary to refinance certain outstanding loans made to RCBH by the United States Department of Agriculture ("USDA"), the proceeds of which were originally applied to the acquisition, construction, and/or equipping of capital improvements to RCBH facilities. The Borrowers propose to amend the authorized application of the Subject Debt proceeds to include the refunding of the following USDA loans (collectively, the "Refunding Project") in a maximum principal stated amount of \$10,000,000: (i) a November 14, 2007 loan which was used to finance the acquisition, construction and/or equipping of capital improvements to medical related facilities of RCBH located at 214 W. Main Street, Somerton, AZ 85350 (the "2007 Loan"); (ii) a June 15, 2016 loan which was used to finance the acquisition, construction and/or equipping of capital improvements to medical related facilities of RCBH located at 950 E. Main Street, Buildings A and B, Somerton, AZ 85350 (the "2016 Loan"); (iii) a November 26, 2019 loan which was used to finance the acquisition, construction and/or equipping of capital improvements to medical related facilities of RCBH located at: (A) 3748 E. Los Olivos Drive, San Luis, AZ 85349; (B) 3779 W. San Pedro Street, San Luis, AZ 85349; (C) 3855 E. Udall Lane, San Luis, AZ 85349; (D) 460 S. Bingham Drive, Somerton, AZ 85350; (E) 545 E. Eucalyptus Street, Somerton, AZ 85350; and (F) 795 E. Crane Street, Somerton, AZ 85350 (the "2019 Loan"); and (iv)

a June 8, 2022 loan which was used to finance the acquisition, construction and/or equipping of capital improvements to medical related facilities of RCBH located at 745 N. Avenida Serenidad, Somerton, AZ 85350 (the "2022 Loan"; and together with the 2007 Loan, the 2016 Loan, and the 2019 Loan, collectively, the "Refunded Loans"). All of the property financed with proceeds of the Refunded Loans (the "Subject Financed Property") will be owned and principally used by RCBH. The Subject Financed Property and the New Hospital Project will be used by the Borrowers in an integrated operation.

The maximum stated principal amount of the Subject Debt allocable to refinancing of the 2007 Loan is \$1,462,598.48; the maximum stated principal amount of the Subject Debt allocable to refinancing of the 2016 Loan is \$7,885,800.40; the maximum stated principal amount of the Subject Debt allocable to refinancing of the 2019 Loan is \$571,714.37; and the maximum stated principal amount of the Subject Debt allocable to refinancing of the 2022 Loan is \$79,886.75.

The Subject Debt is a special, limited obligation of the Issuer and does not constitute a debt or pledge of the full faith and credit of the Issuer, the City of San Luis, the City of Somerton, the State of Arizona or any agency or political subdivision thereof. The Subject Debt is secured by a pledge of and lien on the revenues generated by the Borrowers' healthcare operations, in addition to liens on certain RCBH properties, as provided in the documentation executed and delivered in connection with the issuance of the Subject Debt.

The public hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the amended application of the previously authorized Subject Debt, as described herein. Any person may appear at the hearing and express his or her views, or may submit his or her views in writing, relating to the matters set forth herein. Any written submission should be sent to the Issuer's Legal Advisor, Glenn J. Gimbut, Attorney at Law, at 1090 E. Union Street, San Luis, Arizona 85336, Attention: Glenn J. Gimbut, and should be clearly marked: Border Health Medical Campus/San Luis Community Hospital Project. Written submissions should be mailed in sufficient time to be received before the hearing on September 9, 2026.



Resolution

No. 2334

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, APPROVING THE ISSUANCE OF DEBT ISSUED BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF SAN LUIS, ARIZONA, IN THE MAXIMUM STATED PRINCIPAL AMOUNT OF \$80,000,000 IN ONE OR MORE SERIES OR ISSUANCES, THE PROCEEDS OF WHICH ARE TO BE LENT TO THE REGIONAL CENTER FOR BORDER HEALTH, INC., AND DECLARING AN EMERGENCY.

WHEREAS, The Industrial Development Authority of the City of San Luis, Arizona (the "Issuer"), pursuant to the Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended (the "Act"), is authorized to issue debt and to loan the proceeds of such debt to Regional Center for Border Health, Inc. (the "Borrower"), an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), as part of a plan of finance, to (i) design, construct and equip a new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "Project"), which is expected to be approximately 64,000 square feet in size and to be constructed on a 10-acre parcel owned by the Borrower with an anticipated street address of 311 South Oak Avenue, San Luis, AZ, 85349, which is adjacent to the Borrower's existing Medical Mall facilities located at 151 South Oak Avenue, San Luis, AZ, 85349 (all of the property to be financed with proceeds of the Subject Debt (as defined hereafter) is collectively referred to herein as the "Financed Property"); (ii) pay certain costs associated with the issuance of such debt; and (iii) fund a reserve fund and certain interest, if applicable;

WHEREAS, the Project constitutes a "project" within the meaning of Section 35-701 of the Act;

WHEREAS, the Issuer intends to issue such proposed debt in the form of bonds, a loan, a promissory note, or some other evidence of such debt (the "Subject Debt"), in the maximum stated principal amount of \$80,000,000, in one or more series or issuances from time to time pursuant to a plan of finance;

WHEREAS, the initial owner and principal user of the Financed Property will be the Borrower;

WHEREAS, all or a majority of the Subject Debt is expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in as defined in Section 145 of the Code;

WHEREAS, on the date hereof, by the adoption of a resolution (the "Issuer Resolution"), the Issuer intends to resolve to approve the issuance of the Subject Debt and the financing of the Project, such Issuer Resolution being conditioned upon, among other things, the granting of approval therefor by the Mayor and City Council of the City of San Luis, Arizona (individually and collectively, the "City");

WHEREAS, the Issuer Resolution shall authorize, among other things, the issuance of the Subject Debt and the execution and delivery of an Indenture of Trust ("Indenture"), Loan Agreement ("Loan Agreement"), a Tax Certificate, and such other documents as required for the issuance of the Subject Debt and the financing of the Project;

WHEREAS, the terms, maturities, provisions for redemption, security, and sources of payment for the Subject Debt will be set forth in the Indenture and Loan Agreement;

WHEREAS, the Indenture and Loan Agreement will provide that all amounts payable thereunder by the Borrower to the Issuer will be secured by a pledge of and lien on the revenues generated by the Borrower's healthcare operations (less operating expenses), which will be on a parity with the lien of the Borrower's outstanding USDA Financings (as defined in the Loan Agreement);

WHEREAS, the Borrower is required to secure USDA's written consent prior to the issuance of any obligations that are to be on parity with the outstanding USDA Financings and, as of the date hereof, the Borrower is actively working with USDA to obtain such consent;

WHEREAS, copies of the aforementioned Issuer Resolution, Indenture, Loan Agreement, and Tax Certificate have been made available to the City;

WHEREAS, the City has been informed that said documents have been reviewed by Kutak Rock LLP as competent bond counsel ("Bond Counsel") and by the Law Offices of Glenn J. Gimbut, P.L.L.C., as the Issuer's legal advisor ("Issuer's Counsel"), and said Bond Counsel has determined that said documents adequately meet the requirements of the Code and said Issuer's Counsel has determined that said documents adequately meet the requirements of the Act;

WHEREAS, in accordance with the terms of the Indenture and Loan Agreement, the Issuer shall (a) issue the Subject Debt in one or more series and/or issuances pursuant to a plan of financing and use the proceeds thereof in accordance with the Act, (b) contract with and employ others to provide for and to pay compensation for professional services and other services as the Issuer deems necessary for the financing of "projects" as defined in the Act, and (c) to the extent provided in the Loan Agreement,

pledge its property and revenues to secure the payment of the principal of and premium, if any, and interest on the Loan;

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings of the Issuer under which the Subject Debt is to be issued require the approval of the City;

WHEREAS, it is intended that this Resolution shall constitute approval by the City with respect to the issuance of the Subject Debt and the financing of the Project pursuant to Section 35-721.B of the Act;

WHEREAS, pursuant to Section 147(f) of the Code, the City must approve the Subject Debt after a public hearing following reasonable public notice; and

WHEREAS, following the publication of a Notice of Public Hearing in The Yuma Sun on September 22 through 29, 2024, a public hearing concerning the Subject Debt was held by the Issuer, pursuant to Section 147(f) of the Code, on October 2, 2024, in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85349, in order to assist in the financing of the Project as described in the Notice of Public Hearing, a copy of which is attached hereto and made a part of this Resolution.

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

Section 1: The issuance of the Subject Debt, in one or more series and/or issuances from time to time pursuant to a plan of financing, and financing of the Project as described herein, in a maximum stated principal amount of \$80,000,000, is approved for all purposes under the Act and the Code; and

Section 2: The appropriate officers of the City are hereby authorized and directed to do all such things to execute and deliver all such documents on behalf of the City as may be necessary or desirable to effectuate the intent of this Resolution and the Issuer Resolution in connection with the issuance of the Subject Debt and the financing of the Project; and

Section 3: It is intended that this Resolution shall constitute approval by the City with respect to the issuance of the Subject Debt and the financing of the Project pursuant to (i) Section 35-721.B of the Act, and (ii) Section 147(f) of the Code.

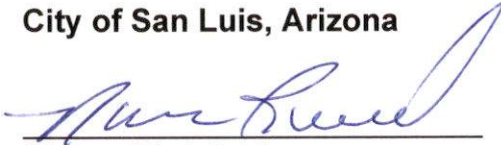
Section 4: The City hereby finds, determines, and declares that:

- a. Construction costs in connection with the Project are subject to escalation resulting from delays in the completion of the Project and, therefore, time is of the essence with respect to the issuance of the Subject Debt and the financing of the Project; and
- b. It being necessary for the preservation of the peace, health, and safety of the City of San Luis, Arizona, an emergency is declared to exist, and this Resolution

shall become immediately operative and in force from and after the date of posting hereof.

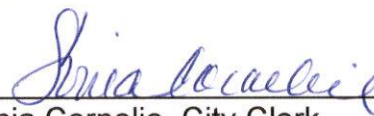
PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this 2nd day of October 2024.

City of San Luis, Arizona



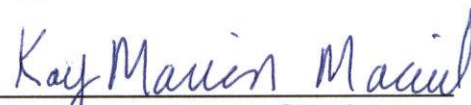
Nieves Riedel, Mayor

Attest:



Sonia Cornelio, City Clerk

Approved As to Form



Kay Marion Macuil, City Attorney



Resolution

No. 2375

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AMENDING RESOLUTION

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING RESOLUTION NO. 2334 PREVIOUSLY ADOPTED OCTOBER 2, 2024, CONCERNING THE ISSUANCE OF DEBT BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF SAN LUIS, ARIZONA, THE PROCEEDS OF WHICH ARE TO BE LENT TO THE REGIONAL CENTER FOR BORDER HEALTH, INC., AND DECLARING AN EMERGENCY.

WHEREAS, the Industrial Development Authority of the City of San Luis, Arizona (the "Issuer"), pursuant to the Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended (the "Act"), is authorized to issue debt and to loan the proceeds of such debt to Regional Center for Border Health, Inc. (the "Borrower"), an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), as part of a plan of finance, to (i) design, construct and equip a new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "Project"); (ii) pay certain costs associated with the issuance of such debt; and (iii) fund a reserve fund and certain interest, if applicable;

WHEREAS, the Issuer previously authorized the issuance of such proposed debt in the form of bonds, a loan, a promissory note, or some other evidence of such debt (the "Subject Debt"), in the original maximum stated principal amount of \$80,000,000, in one or more series or issuances from time to time pursuant to a plan of finance;

WHEREAS, in accordance with Section 147(f) of the Code, a public hearing was held before the City Council of the City of San Luis, Arizona on October 2, 2024 (the "2024 Hearing") to provide an opportunity for interested persons to express their views, orally and in writing, with respect to the issuance of the Subject Debt;

WHEREAS, following the 2024 Hearing, the City Council approved the financing and the Project in accordance with a resolution adopted on October 2, 2024, Resolution No. 2334 (the "2024 Resolution");

WHEREAS, in accordance with the provisions of Section 147(f) of the Code, the Subject Debt is required to be issued within a period terminating one year after the 2024 Hearing;

WHEREAS, since the adoption of the 2024 Resolution, construction and other Project costs have increased beyond the parameters established by the 2024 Resolution, requiring an amendment to the 2024 Resolution to increase the maximum principal amount authorized thereby;

WHEREAS, a new public hearing before City Council is needed to authorize the increased principal amount of the financing and extend the authorization to close the financing and issue the Subject Debt prior to the one-year anniversary of the 2024 Hearing (i.e., October 2, 2025) (collectively, the "Amendment");

WHEREAS, on or prior to the date hereof, by the adoption of an amending resolution, the Issuer has authorized the Amendment and reauthorized the issuance of the Subject Debt and the financing of the Project, such resolution being conditioned upon, among other things, the granting of approval therefor by the Mayor of the City and the City Council of the City of San Luis, Arizona (individually and collectively, the "City");

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings of the Issuer under which the Subject Debt is to be issued require the approval of the City;

WHEREAS, it is intended that the 2024 Resolution, as amended by this Resolution, shall constitute approval by the City with respect to the issuance of the Subject Debt and the financing of the Project pursuant to Section 35-721.B of the Act;

WHEREAS, pursuant to Section 147(f) of the Code, the City must approve the Subject Debt after a public hearing following reasonable public notice; and

WHEREAS, following publication of a Notice of Public Hearing in The Yuma Sun on August 29, 2025, through September 4, 2025, a public hearing concerning the Subject Debt was held by the Issuer, pursuant to Section 147(f) of the Code, on September 10, 2025, in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85336, in order to assist in the financing of the Project as described in the

Notice of Public Hearing, a copy of which is attached hereto and made a part of this Resolution.

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

Section 1: The 2024 Resolution is hereby amended to increase the aggregate maximum stated principal amount of the Subject Debt from \$80,000,000 to \$100,000,000; and

Section 2: all remaining provisions of the 2024 Resolution not otherwise amended by this Resolution remain unchanged and in full force and effect; and

Section 3: the appropriate officers of the City are hereby authorized and directed to do all such things to execute and deliver all such documents on behalf of the City as may be necessary or desirable to complete the Amendment and effectuate the intent of this Resolution and the Issuer's resolutions in connection with the issuance of the Subject Debt and the financing of the Project; and

Section 4: it is intended that the 2024 Resolution, as amended by this Resolution, shall constitute approval by the City with respect to the issuance of the Subject Debt and the financing of the Project pursuant to (i) Section 35-721.B of the Act, and (ii) Section 147(f) of the Code.

Section 5: The City hereby finds, determines, and declares that:

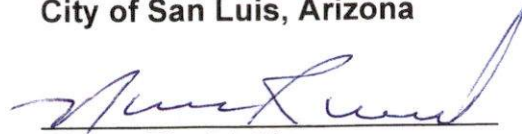
(a) Construction costs in connection with the Project are subject to further escalation resulting from additional delays in the completion of the Project and, therefore, time is of the essence with respect to the issuance of the Subject Debt and the financing of the Project; and

(b) it being necessary for the preservation of the peace, health, and safety of the City of San Luis, Arizona, an emergency is declared to exist, and this Resolution shall become immediately operative and in force from and after the date of posting hereof.

[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 10th day of September 2025.

City of San Luis, Arizona


Nieves Riedel, Mayor

ATTEST:


Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

Attachment: Notice of Public Hearing - *The Yuma Sun*

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, as required by and in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), that, commencing at 6:00 p.m., or as soon thereafter as the matter may be heard, on September 10, 2025, a public hearing will be held before the City Council of the City of San Luis in the City Council Chambers, San Luis City Hall, 1090 E. Union Street, San Luis, Arizona 85349, for the purpose of providing an opportunity for interested persons to express their views, orally and in writing, with respect to the issuance of the Subject Debt and the Project, both as defined and described herein, including amending the maximum stated principal amount (from \$80,000,000 to \$100,000,000) of the previously authorized proposed issuance by The Industrial Development Authority of the City of San Luis, Arizona (the "Issuer") of debt (the "Subject Debt"). The Subject Debt is to be issued in one or more series and/or issuances from time to time pursuant to a plan of finance.

As previously authorized by the Issuer and the City of San Luis, Arizona, the proceeds of the Subject Debt are to be lent by the Issuer to Regional Center for Border Health, Inc., an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Code (the "Borrower"). The Borrower intends to use the proceeds of the Subject Debt as part of a plan of finance with respect to the previously authorized Project, consisting of (i) the design, construction and equipping of a new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "Project"), which is expected to be approximately 64,000 square feet in size and to be constructed on a 10-acre parcel owned by the Borrower with an anticipated street address of 311 South Oak Avenue, San Luis, AZ, 85349, which is adjacent to the Borrower's existing Medical Mall facilities located at 151 South Oak Avenue, San Luis, AZ, 85349 (all of the property to be financed with proceeds of the Subject Debt is collectively referred to herein as the "Financed Property"); (ii) the payment of certain costs associated with the issuance of such debt; and (iii) the funding of a reserve fund and payment of capitalized interest, if applicable. The initial owner and principal user of the Financed Property will be the Borrower.

All or a majority of the Subject Debt is expected to be issued as tax-exempt qualified 501(c)(3) bonds as defined in Section 145 of the Code.

The Subject Debt will be a special, limited obligation of the Issuer and will not constitute a debt or pledge of the full faith and credit of the Issuer, the City of San Luis, the State of Arizona or any agency or political subdivision thereof. The Subject Debt is to be secured by a pledge of and lien on the revenues generated by the Borrower's healthcare operations (less operating expenses), which is to be on a parity with the lien of the Borrower's previously authorized and currently outstanding loans made by the United States Department of Agriculture ("USDA"). The Borrower will obtain all required approvals from USDA prior to the issuance of the Subject Debt.

The public hearing will provide a reasonable opportunity to be heard for persons wishing to express their views on the issuance of the authorized Subject Debt, as amended as described herein, and the Project proposed to be financed thereby. Any person may appear at the hearing and express his or her views, or may submit his or her views in writing, relating to such issuance or Project. Any written submission should be sent to the Issuer's Legal Advisor, Glenn J. Gimbut, Attorney at Law, at P.O. Box 8385, 1534 N.9th Ave., San Luis, Arizona 85336, Attention: Glenn J. Gimbut, and should be clearly marked: Border Health Medical Campus/San Luis Community Hospital Project. Written submissions should be mailed in sufficient time to be received before the hearing on September 10, 2025.

Yuma Sun: August 29, 2025 thru September 4, 2025 - 508844



Resolution

No. 2390

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

AMENDING RESOLUTION

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA AMENDING, AS DESCRIBED HEREIN, RESOLUTION NO. 2334, AS PREVIOUSLY AMENDED BY RESOLUTION NO. 2375, CONCERNING THE ISSUANCE OF DEBT BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF SAN LUIS, ARIZONA, THE PROCEEDS OF WHICH ARE TO BE USED FOR THE CONSTRUCTION OF REGIONAL CENTER FOR BORDER HEALTH, INC.'S NEW HOSPITAL FACILITIES, AND DECLARING AN EMERGENCY.

WHEREAS, The Industrial Development Authority of the City of San Luis, Arizona (the "Issuer"), pursuant to the Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended (the "Act"), is authorized to issue debt and to loan the proceeds of such debt to Regional Center for Border Health, Inc. ("RCBH"), an Arizona nonprofit corporation and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), as part of a plan of finance, to (i) design, construct and equip a new approximately 16-bed hospital in San Luis, Arizona, to be known as the "Border Health Medical Campus/San Luis Community Hospital" (the "Project"); (ii) pay certain costs associated with the issuance of such debt; and (iii) fund a reserve fund and certain interest, if applicable;

WHEREAS, the Issuer initially authorized the issuance of such proposed debt in the form of bonds, a loan, a promissory note, or some other evidence of such debt (the "Subject Debt"), in the original maximum stated principal amount of \$80,000,000, in one or more series or issuances from time to time pursuant to a plan of finance, which amount was subsequently amended to \$100,000,000;

WHEREAS, in accordance with Section 147(f) of the Code, public hearings were held before the City Council of the City of San Luis, Arizona on October 2, 2024 and September 10, 2025 (collectively, the "Hearings") to provide an opportunity for interested persons to express their views, orally and in writing, with respect to the issuance of the Subject Debt and the amendment of the authorized amount therefor, respectively;

WHEREAS, following the Hearings, the City Council approved (i) the proposed plan of financing and the Project in accordance with Resolution No. 2334, adopted on October 2, 2024 (the "2024 Resolution") and (ii) the amendment of the authorized amount from

\$80,000,000 to \$100,000,000 in accordance with Resolution No. 2375, adopted on September 10, 2025 (the "2025 Resolution" and, together with the 2024 Resolution, the "Authorizing Resolution");

WHEREAS, since the adoption of the 2025 Resolution, (i) Project costs have increased, requiring a second amendment to the 2024 Resolution to further increase the maximum principal amount authorized thereby from \$100,000,000 to \$110,000,000, (ii) the financing structure has been updated (A) to include RCBH's non-profit affiliates (including San Luis Walk-In Clinic, Inc. and Regional Center for Border Health Building Corporation) as obligated parties, and (B) to include the refinancing of certain outstanding RCBH obligations;

WHEREAS, RCBH, San Luis Walk-In Clinic, Inc., and Regional Center for Border Health Building Corporation are collectively referred to herein as the "Obligated Group";

WHEREAS, on or about the date hereof, by the adoption of an amending resolution, the Issuer has reauthorized or will reauthorize the issuance of the Subject Debt and the financing of the Project, as well as (i) the amendment of the principal amount from \$100,000,000 to \$110,000,000, (ii) the amendment of the financing structure to update the borrower thereunder to the Obligated Group, and (iii) the application of a portion of the net proceeds of the Subject Debt to the refinancing of certain RCBH obligations, with such amending resolution being conditioned upon, among other things, the granting of approval therefor by the Mayor of the City and the City Council of the City of San Luis, Arizona (individually and collectively, the "City");

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings of the Issuer under which the Subject Debt is to be issued require the approval of the City;

WHEREAS, it is intended that the Authorizing Resolution, as further amended by this Resolution, shall constitute approval by the City with respect to the issuance of the Subject Debt and the financing of the Project pursuant to Section 35-721.B of the Act;

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

Section 1: The Authorizing Resolution is hereby amended to increase the aggregate maximum stated principal amount of the Subject Debt from \$100,000,000 to \$110,000,000; and

Section 2: The term "Borrower" under the Authorizing Resolution is hereby amended to refer to the Obligated Group; and

Section 3: A portion of the Subject Debt shall be applied, as needed, to the refinancing of certain outstanding RCBH obligations; and

Section 4: All remaining provisions of the Authorizing Resolution not otherwise amended by this Resolution remain unchanged and in full force and effect; and

Section 5: The appropriate officers of the City are hereby authorized and directed to do all such things to execute and deliver all such documents on behalf of the City as may be necessary or desirable to complete the amendments described herein and effectuate the intent of this Resolution and the Issuer's resolutions in connection with the issuance of the Subject Debt and the financing of the Project; and

Section 6: It is intended that the Authorizing Resolution, as amended by this Resolution, shall constitute approval by the City with respect to the issuance of the Subject Debt and the financing of the Project pursuant to (i) Section 35-721.B of the Act and (ii) Section 147(f) of the Code; and

Section 7: The City hereby finds, determines and declares that:

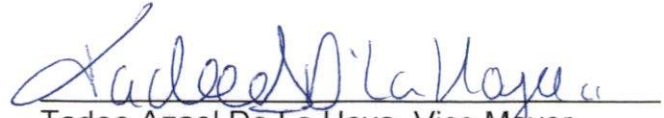
(a) Construction costs in connection with the Project are subject to further escalation resulting from additional delays in the completion of the Project and, therefore, time is of the essence with respect to the issuance of the Subject Debt and the financing of the Project; and

(b) It being necessary for the preservation of the peace, health and safety of the City of San Luis, Arizona, an emergency is declared to exist, and this Resolution shall become immediately operative and in force from and after the date of posting hereof.

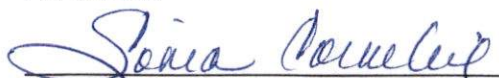
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PASSED, ADOPTED, and APPROVED by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this 14th day of January 2026.

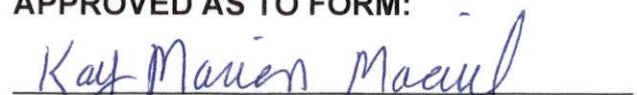
City of San Luis, Arizona


Tadeo Azael De La Hoya, Vice Mayor

ATTEST:


Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

§ 35-721. Bonds of the corporation, AZ ST § 35-721

Arizona Revised Statutes Annotated

Title 35. Public Finances

Chapter 5. Industrial Development Financing (Refs & Annos)

Article 2. Bonds

A.R.S. § 35-721

§ 35-721. Bonds of the corporation

Effective: August 6, 2016

[Currentness](#)

A. All principal and interest of bonds issued by the corporation shall be payable solely out of the revenues, proceeds and receipts derived from the corporation's sale of property, loan repayments or lease rentals, or out of the proceeds of bonds issued hereunder, or of any revenues, proceeds and receipts thereof as shall be specified in the proceedings of the board of directors under which the bonds shall be authorized to be issued.

B. The proceedings under which such bonds are to be issued shall require the approval of the governing body of each issuance of bonds.

C. The bonds prescribed by subsection A of this section may:

1. Be executed and delivered by the corporation at any time and from time to time.
2. Be in such form and denominations and of such tenor and maturities.
3. Be in registered or bearer form either as to principal or interest or both.
4. Be payable in such installments and at such time or times not exceeding forty years from the date thereof.
5. Be payable at such place or places within or without this state.
6. Bear interest at such rate or rates, payable at such time or times and at such place or places and evidenced in such manner.
7. Be executed by such officers of the corporation and in such manner, and may contain such provisions not inconsistent herewith, all as shall be provided in the proceedings of the board of directors whereunder the bonds are authorized to be issued.

§ 35-721. Bonds of the corporation, AZ ST § 35-721

D. If deemed advisable by the board of directors, there may be retained in the proceedings under which any bonds of the corporation are authorized to be issued an option to redeem all or any part thereof as may be specified in such proceedings, at such price or prices and after such notice or notices and on such terms and conditions as may be set forth in such proceedings and as may be briefly recited on the face of the bonds, but nothing in this article shall be construed to confer on the corporation any right or option to redeem any bonds except as may be provided in the proceedings under which they shall be issued.

E. Any bonds of the corporation may be sold at public or private sale in such manner and from time to time as may be determined by the board of directors of the corporation to be most advantageous, and the corporation may pay all expenses, premiums and commissions which its board of directors may deem necessary or advantageous in connection with the issuance thereof. Issuance by the corporation of one or more series of bonds for one or more purposes shall not preclude it from issuing other bonds in connection with the same project or any other project, but the proceedings whereunder any subsequent bonds may be issued shall recognize and protect any prior pledge or mortgage made for any prior issue of bonds. Any bonds of the corporation at any time outstanding may at any time and from time to time be refunded by the corporation by the issuance of its refunding bonds in such amount as the board of directors may deem necessary but not exceeding an amount sufficient to refund the principal of the bonds so to be refunded, together with any unpaid interest thereon and any premiums and commissions necessary to be paid in connection therewith. Any such refunding may be effected whether the bonds to be refunded shall have then matured or shall thereafter mature, either by sale of the refunding bonds and the application of the proceeds thereof for the payment of the bonds to be refunded thereby, or by the exchange of the refunding bonds for the bonds to be refunded thereby with the consent of the holders of the bonds so to be refunded, and regardless of whether or not the bonds to be refunded were issued in connection with the same projects or separate projects, and regardless of whether or not the bonds proposed to be refunded shall be payable at the same date or different dates or shall be due serially or otherwise. All such bonds and the interest coupons applicable thereto are hereby made and shall be construed to be negotiable instruments.

F. Unless the corporation was approved by the Arizona finance authority, the corporation shall notify the attorney general of its intention to issue bonds. Such notification shall adequately describe the project. The attorney general shall inform the corporation within ten days if in the attorney general's opinion the project sought to be financed does not come within the purview of this chapter. If after ten days the attorney general has not issued an opinion that the project does not so conform, the corporation may issue such bonds. If the attorney general's negative opinion is issued within ten days, such bonds shall not be issued. Action shall not be brought questioning the legality of any contract, lease, mortgage, proceedings or the issuance of bonds hereunder from and after ninety calendar days after the date the bonds are authorized to be issued by the governing body.

Credits

Added as § 9-1171 by Laws 1968, Ch. 204, § 2, eff. March 27, 1968. Amended by Laws 1972, Ch. 67, § 6, eff. April 24, 1972; Laws 1978, Ch. 100, § 5, eff. May 26, 1978. Renumbered as § 35-721 by Laws 1986, Ch. 281, § 1, eff. May 2, 1986. Amended by [Laws 2006, Ch. 156, § 5](#); [Laws 2016, Ch. 372, § 12](#).

A. R. S. § 35-721, AZ ST § 35-721

Current through legislation of the Second Regular Session of the Fifty-Sixth Legislature (2024).

§ 35-721. Bonds of the corporation, AZ ST § 35-721

§ 35-742. Municipality or county not liable, AZ ST § 35-742

Arizona Revised Statutes Annotated

Title 35. Public Finances

Chapter 5. Industrial Development Financing (Refs & Annos)

Article 3. Tax Exemption and Liability

A.R.S. § 35-742

§ 35-742. Municipality or county not liable

Currentness

The municipality or the county shall not in any event be liable for the payment of the principal of or interest on any bonds of the corporation, formed thereby or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the corporation, and none of the bonds of the corporation or any of its agreements or obligations shall be construed to constitute an indebtedness of the municipality or county within the meaning of any constitutional or statutory provision whatsoever.

Credits

Added as § 9-1182 by Laws 1968, Ch. 204, § 2, eff. March 27, 1968. Renumbered as § 35-742 by Laws 1986, Ch. 281, § 1, eff. May 2, 1986.

A. R. S. § 35-742, AZ ST § 35-742

Current through legislation of the Second Regular Session of the Fifty-Sixth Legislature (2024).

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Notes of Decisions

There are no Notes of Decisions for this citation.

Context & Analysis

There are no Context & Analysis results for this citation.

Editor's and Revisor's Notes

There are no Editor's and Revisor's Notes for this citation.